

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
: Jointly Administered
Debtors. :
- - - - - x

**DEBTORS' APPLICATION FOR ORDER UNDER BANKRUPTCY
CODE SECTIONS 105(a), 327(a), 328 AND 1107
AND BANKRUPTCY RULE 2014(a), AUTHORIZING THE
EMPLOYMENT AND RETENTION OF DJM REALTY SERVICES, LLC
AS REAL ESTATE CONSULTANT AND ADVISOR TO THE
DEBTORS EFFECTIVE AS OF NOVEMBER 19, 2008**

The debtors and debtors in possession in the
above-captioned cases (collectively, the "Debtors"),¹

¹ The Debtors are the following entities: The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City

(cont'd)

seek entry of an order, under sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Rules"), authorizing the employment and retention of DJM Realty Services, LLC ("DJM") as real estate consultant and advisor for the Debtors effective as of November 19, 2008. In support of the Application, the Debtors rely upon the Affidavit of Andrew B. Graiser, sworn to on December 12, 2008 (the "Graiser Affidavit"), a copy of which is attached hereto as Exhibit A. In further support of this Application, the Debtors respectfully represent as follows:

(cont'd from previous page)

Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 328 and 1107, as supplemented by Bankruptcy Rule 2014 and Local Rule 2014-1.

BACKGROUND

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia (the "United States Trustee") appointed a statutory committee of unsecured creditors. To date, no

trustee or examiner has been appointed in these chapter 11 cases.

6. Based in Richmond, Virginia, Debtors are a leading specialty retailer of consumer electronics and operate large nationwide electronics stores throughout the United States and Puerto Rico that sell, among other things, televisions, home theatre systems, computers, camcorders, furniture, software, imaging and telecommunications products, and other audio and video electronics.

7. Despite significant revenues, the Debtors have suffered two consecutive years of losses. While the Debtors made every effort to improve their financial performance and implement a global turnaround strategy, they were ultimately unable to consummate a successful restructuring outside of bankruptcy. In large part, the Debtors' chapter 11 filings were due to an erosion of vendor confidence, decreased liquidity and the global economic crisis.

8. Thus, the Debtors commenced these cases with the immediate goals of obtaining adequate postpetition financing and continuing their

restructuring initiatives commenced prior to the Petition Date, including closing 154 stores. In addition, the Debtors will continue to evaluate their business, work closely with their vendors, and enhance customer relations with a goal of emerging from chapter 11 as a financially stable going concern.

RELIEF REQUESTED

9. By this Application, the Debtors seek entry of an order, under Bankruptcy Code sections 105(a), 327(a), 328 and 1107 authorizing the employment and retention of DJM as their real estate consultant and advisor in these chapter 11 cases, effective as of November 19, 2008.

BASIS FOR RELIEF

10. Prior to the Petition Date, the Debtors were parties to over 700 leases and subleases of non-residential real property (collectively, the "Leases"). The Debtors require qualified real estate consulting and advisory services to assist them in developing and implementing an action plan with respect to real estate properties leased by the Debtors.

11. In addition, on December 5, 2008, the Court approved the Debtors' Motion For Orders Under 11 U.S.C. §§ 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases For Closing Stores, (II) Setting Sale Hearing Date, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of Liens, Claims, And Encumbrances, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases, And (C) Lease Rejection Procedures (Docket No. 413) (the "Lease Sale Procedures Motion"). Pursuant to the Lease Sale Procedures Motion, the Debtors intend to market approximately 154 Leases for premises at which the Debtors commenced store closing sales prior to the Petition Date. DJM has already begun assisting the Debtors with this marketing process, and bids on these 154 Leases are due on or before December 15, 2008. DJM's assistance in marketing these Leases in this brief period of time is accordingly necessary to ensure that maximum value is obtained from these Leases, without

incurring administrative expenses for additional months while an extended marketing process is conducted.

DJM'S QUALIFICATIONS

12. DJM is a real estate solutions firm whose professionals have been providing corporate real estate services for nearly 15 years. The services of DJM encompass, but are not limited to, real estate lease extrication and rent reduction solutions through the use of procedural and economic leverage, direct relationships with other potential users of excess/underperforming locations, and valuation analysis.

13. The Debtors believe that DJM is well qualified to provide such services, expertise, consultation and assistance. As set forth in the Graiser Affidavit, DJM has assisted and advised numerous chapter 11 debtors in connection with their restructuring efforts. E.g., In re PTI Holding Corporation (London Fog), Case No. 06-50140 (GWZ) (Bankr. D. NV 2006); In re Winn-Dixie Stores, Inc., Case No. 05-03817 (JAF) (Bankr. M.D. Fla. 2005); In re MTS, Incorporated (Tower Records), Inc. Case No. 04-

10394, (PJW) (Bankr. D. Del. 2004); In re Avado Brands, Case No. 04-31555-SAF-11 (Bankr. N.D. Tex. 2004); In re Kmart Corporation, Case No. 02-B02474 (Bankr. N.D. IL. 2002).

SCOPE OF SERVICES

14. The Debtors desire to retain DJM pursuant to that certain Real Estate Consulting and Advisory Services Agreement (the "Retention Agreement"), by and between the Debtors and DJM Realty Services, LLC, a true and correct copy of which is attached to the Graiser Affidavit as Exhibit B. As more fully set forth in the Retention Agreement, during the term of retention, DJM shall provide the following consulting and advisors services with respect to the Debtors' leases (the "Consulting and Advisory Services"):²

- (a) Meeting with the Debtors to ascertain their goals, objectives and financial parameters;
- (b) Negotiating the modification of certain of the Leases, as directed by the

² The following descriptions of certain terms of the Retention Agreement are intended to provide an overview for parties in interest. All parties are directed to the Retention Agreement for the controlling terms of such agreement. To the extent that the descriptions set forth in the Application differ from the terms of the Retention Agreement, the terms of the Retention Agreement control.

Debtors, to obtain rent reductions or other advantageous modifications;

- (c) Negotiating the sale of Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Debtors, including preparing and implementing a marketing plan therefore and assisting the Debtors at an auction of the Leases, if needed;
- (d) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code section 502(b)(6) claims with respect to Leases;
- (e) Negotiating, as requested by the Debtors, extensions of time to assume or reject Leases;
- (f) Providing, as requested by the Debtors, desk-top valuations of certain of the Leases;
- (g) Assisting the Debtors in the documentation of proposed transactions; and
- (h) Reporting periodically to the Debtors regarding the status of negotiations.

DJM'S DISINTERESTEDNESS

15. Except as set forth in the Graiser Affidavit, to the best of the Debtors' knowledge, DJM and its professionals (a) do not have any connection with the Debtors, their creditors, or any other party in interest, or their respective attorneys or accountants,

(b) are "disinterested persons" under Bankruptcy Code section 101(14), and as required under Bankruptcy Code section 327(a), and (c) do not hold or represent an interest adverse to the estate.

PROFESSIONAL COMPENSATION

16. The Debtors have agreed to pay DJM fees ("Fees"), as outlined below and more thoroughly described in the Retention Agreement and payable at the times set forth in the Retention Agreement:

- (a) **Lease Modifications - Monetary Terms:** As to each modification of the monetary terms of a Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in terms and reductions or limitations of extra charges, DJM fee shall be a percent of Total Occupancy Cost Savings, as calculated in section 3(a)(i) of the Retention Agreement.
- (b) **Lease Modifications - Non-Monetary Terms:** As to each modification of the non-monetary terms of a Lease, including by not limited to the Debtors' unilateral right to early termination of a Lease and the elimination of continuous operating provisions, DJM shall earn an amount equal \$0.25 per square foot of "rentable area" for the applicable Lease premise.
- (c) **Lease Modifications - Additional Compensation:** If any Lease renegotiation results in the payment of consideration

to the Debtors for execution the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating DJM's Fee under subsection (a) above.

- (d) **Dispositions:** As to each assignment, sublease, or other transfer of a Lease (including lease termination transactions with landlords, the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Debtors in which DJM was directly responsible for the consummation of any such sale), DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. As to each sale of Owned Property, DJM shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale.
- (e) **Reduction in Bankruptcy Claims:** As to each Lease assumed and assigned by the Debtors, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount paid to any landlord to cure defaults existing at the time of the assumption, where such cure amount is reduced below the cure amount that the Debtors reasonably acknowledge is owing. As to each Lease rejected by the Debtor, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount any landlord agrees to reduce or waive the claim it could reasonably assert under § 502(b)(6) or otherwise.

- (f) **Extensions of Time to Assume/Reject Leases:** If the Debtor requests that DJM negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Debtor's Bankruptcy Case, then DJM shall be paid for such work at the rate of \$350 per hour.
- (g) **Valuations:** For each Lease for which the Debtor requests a desk-top leasehold valuation, DJM shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Debtor against any additional fees owed to DJM hereunder for the applicable Lease. DJM will keep time records for such services as may be required by the Court administering the Bankruptcy Case.
- (h) **Additional Fees:** DJM will be compensated for additional consulting services rendered at the Debtors' specific request and that are not otherwise provided for in the Retention Agreement, at the rate of \$350 per hour. DJM will keep time records for such services as may be required by the Court.
- (i) **Timing of Payment of Fees:** DJM's fees provided for in subsections (a), (b) and (c) above are earned and payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtors begin to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with the Court or the conclusion of the Debtor's Bankruptcy proceeding shall be final and effective.. DJM's fees

provided for in subsection (d) above are earned and payable to DJM upon the closing of any transaction. DJM's fees provided for in subsection (e) above shall be payable on the earlier to occur of the date that (x) the Debtors' plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable. DJM's fees provided for in subsection (f) above shall be payable upon the delivery to Debtor of a landlord-executed extension of time to assume/reject a Lease. DJM's fees provided for in subsection (g) above shall be payable upon the delivery of each valuation to the Debtor.

17. The Debtors understand that DJM intends to apply to the Court for allowances of compensation and reimbursement of expenses for real estate consulting services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee. Because DJM will be compensated on a monthly basis with certain Fees, DJM should not be required to maintain or provide detailed time records in connection with any of its applications unless such applications contain hourly

fees for additional consulting services as set forth in the Retention Agreement.

18. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

NOTICE

19. Notice of this Application has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 136). The Debtors submit that, under the circumstances, no other or further notice need be given.

WAIVER OF MEMORANDUM OF LAW

20. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Application and all applicable authority is set forth in the Application, the Debtors request that the requirement that all applications be accompanied by a separate memorandum of law be waived.

NO PRIOR REQUEST

21. No previous request for the relief sought
herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: Richmond, Virginia
December 12, 2008

Circuit City Stores, Inc.

/s/ Michelle Mosier_____
Michelle Mosier
Vice President and Controller

Dated: December 12, 2008 SKADDEN, ARPS, SLATE, MEAGHER &
Richmond, Virginia FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley .
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for Debtors and Debtors
in Possession

EXHIBIT A
Graiser Affidavit

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

IN RE:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al.	§	CASE NO. 08-35653 (KRH)
	§	
DEBTOR.S	§	Jointly Administered
	§	

**AFFIDAVIT OF ANDREW B. GRAISER IN SUPPORT OF
APPLICATION TO APPROVE THE EMPLOYMENT AND RETENTION OF
DJM ASSET MANAGEMENT, LLC
AS REAL ESTATE CONSULTANTS FOR THE DEBTORS**

STATE OF NEW YORK)
)
COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, personally appeared Andrew B. Graiser, who, upon being duly sworn, deposed and stated as follows:

1. **Background.** My name is Andrew B. Graiser. I am over the age of twenty-one (21) years, am competent to make this Affidavit, and have personal knowledge of the facts as stated in this Affidavit.

2. I am Co-President and Chief Executive Officer of DJM Asset Management, LLC (“DJM”), a real estate consulting firm that maintains offices at 445 Broadhollow Road, Suite 225, Melville, New York 11747, and I make this affidavit on behalf of DJM (the “Affidavit”). I submit this Affidavit in support of the application (the “Application”) of Circuit City Stores, Inc. and certain of its affiliated entities (collectively “Circuit” or the “Debtors”) for an order pursuant to Section 327(a) of the Bankruptcy Code authorizing the employment and retention of DJM as real estate consultant to the Debtors. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. DJM is a real estate consulting firm with significant experience in the representation of debtors concerning the disposition of leases and the mitigation of bankruptcy claims. DJM has been retained in the past as real estate consultant to Winn-Dixie, Kmart, Heilig Meyers, The Sharper Image, Linens 'N Things and Goody's Family Clothing, among others. DJM is well qualified to act as real estate consultants to the Debtors in this bankruptcy case.

4. **Connections.** To the best of my knowledge and belief, neither I, DJM, nor any principal, consultant or employee thereof, has any connection with the Debtors, their creditors, other parties-in-interest, their respective attorneys, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee (as identified to us by the Debtor), except as disclosed or otherwise described herein, including:

- a. More than two years prior to the filing of the petition in this case, DJM performed certain real estate consulting services for the Debtors. Such work is completed, DJM received full payment for the work it completed and DJM is not a creditor of the Debtors.
- b. An affiliate of DJM, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Debtors' agent to conduct store closing sales at 154 Circuit store locations. Pursuant to the store closing sales, GBRP (together with its joint venture partner Hilco Merchant resources, LLC) will sell the inventory and furniture, fixtures and equipment at those 154 store locations as set forth in the agency agreement (as amended) between the Company and the GBRP and Hilco merchant Resources joint venture. GBRP may consider future transactions opportunities relating to Circuit, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Debtors.
- c. An affiliate of DJM, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to Circuit's pre-petition senior loan facility to provide certain inventory appraisal services relating to Circuit. Such work is completed and GBAA is not a creditor of the Debtors. Furthermore, GBAA has been asked by the agent for Circuit's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to Circuit, and GBAA may also consider other future transactions opportunities relating to Circuit.
- d. An affiliate of DJM's parent company, Gordon Brothers Group, LLC, owns CompUSA, Inc. ("CompUSA"). Affiliates of CompUSA previously assigned their tenant's interest in five CompUSA leases to Circuit. CompUSA is no longer operating any retail business.
- e. DJM and certain affiliates of DJM have entered into joint venture agreements with affiliates of Kimco, one of Circuit's landlords, in connection with investments in real estate. None of such arrangements are, in the aggregate, material to the business of DJM or its affiliates.
- f. In a matter unrelated to Circuit, an affiliate of DJM is part of a joint venture with an affiliate of New Plan Excel Realty Trust, Inc., an affiliate of Centro, one of Circuit's landlords, to provide real estate disposition services to a third party. That matter is not material to the business of DJM or its affiliate.

5. To the best of my knowledge and belief, except as may be set forth above, DJM, its principals, consultants, and employees:

- a. Are not creditors, equity security holders, or insiders of the Debtors; and
- b. Are not and were not, within two (2) years before the date of the filing of the Debtors' Chapter 11 petition, a director, officer, or employee of the Debtors.

6. As a part of its diverse practice, DJM appears in numerous cases, proceedings and transactions involving attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties-in-interest in these Chapter 11 cases. Further, DJM has in the past, and may in the future, be represented by various attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, DJM has in the past and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors herein in matters upon which DJM is to be employed.

7. DJM may have in the past represented, may currently represent, and likely in the future will represent, in matters wholly unrelated to the Debtors' cases, numerous entities that are listed on Exhibit "A" attached to this Affidavit. DJM has not represented, does not represent, and will not represent any such entity's interest in this bankruptcy case. DJM does not represent any such entity in connection with this bankruptcy case nor does it believe that any relationship it may have with any of the entities listed on Exhibit "A" attached hereto will interfere with or impair DJM's representation of the Debtors in these cases. DJM will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in this bankruptcy case, provided, however, that such services do not relate to, or have any direct connection with, this bankruptcy case.

8. I have reviewed the list of parties-in-interest that is attached as Exhibit A to this Affidavit (collectively, the "Parties-in-Interest").

9. As expected, while the results of these searches revealed no conflict of interest with regard to DJM's anticipated retention as real estate consultant for the Debtors, connections to several Parties-in-Interest were revealed. Those connections are specifically outlined in Section 4 above.

10. Insofar as other connections with Parties-in-Interest are concerned, it is possible that one or more associates or staff members of DJM may have personal or social connections with certain Parties-in-Interest. However, DJM submits that individual affiliations with Parties-in-Interest will not in any way affect the services that DJM proposes to provide to the Debtors.

11. DJM submits that the connections described above do not create a conflict in its retention as real estate consultant to the Debtors.

12. The disclosures identified above are based upon all information reasonably available to DJM at the time of submission of the Application to the Bankruptcy Court for approval. DJM will, to the extent necessary, supplement this Affidavit as may be required by the Bankruptcy Code and Rules if and when any other relationships exist or are modified such that further disclosure is required. DJM will implement appropriate internal procedures to protect the interests of the Debtors in connection with the representations and relationships set forth above.

13. **Compensation.** DJM and the Debtors have entered into an engagement agreement dated as of November 19, 2008 (the "Agreement"), a copy of which is attached hereto as Exhibit B, which Agreement will govern the relationship between DJM and the Debtors. DJM will provide such real estate consulting services as are set forth in the Agreement for the compensation described therein.

14. No promises have been received by DJM, nor any associate or employee thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Except as set forth in this affidavit, DJM has no agreement with any other entity to share with such entity any compensation received by DJM in connection with these Chapter 11 cases.

[Signature page follows.]

WHEREFORE, affiant respectfully prays for the entry of the order submitted with the Application and for such other and further relief as may be just and proper.

DJM Asset Management, LLC

Andrew B. Graiser, Co-President
445 Broad Hollow Road, Suite 225
Melville, New York 11747

Sworn to before me this day
of December 2008

Notary Public
My Commission Expires:

EXHIBIT A

Parties-in-Interest

The Debtors

Abbott Advertising Agency, Inc.
CC Aviation, LLC
CC Distribution Company of Virginia, Inc.
Circuit City Properties, LLC
Circuit City Purchasing Company, LLC
Circuit City Stores, Inc.
Circuit City Stores PR, LLC
Circuit City Stores West Coast, Inc.
Courcheval, LLC
InterTAN, Inc.
Kinzer Technology, LLC
Mayland MN, LLC
Orbyx Electronics, LLC
Patapsco Designs, Inc.
Prahs, Inc.
Sky Venture Corporation
Ventoux International, Inc.
XS Stuff, LLC

Non-Debtor Affiliates

Asian Sourcing & Procurement Services Co. Ltd.
Circuit City Global Sourcing Ltd
Early Adopter Fund, LLC
InterTAN Canada, Ltd
InterTAN France SNC
InterTAN Ontario Ltd.
PlumChoice, Inc.
Sixth Street Marketplace, LP
St. Tammany Oaks Subdivision Association LLC
Theater Xtreme Entertainment Group, Inc.

Directors and Officers

Baldyga, Lisa
Barretta, Henry P.
Besanko, Brue H.
Bossin, Alan
Bradley, Brian S.
Breitenbecher, Kelly E.
Brill, Ronald M.
Byrd, Carolyn H.
Cuthbertson, Ron
Daoust, Ean
Dunn, Philip J.
Fairbairn, Ursula O.
Feigin, Barbara S.
Foss, Michael E.
Grove, Jacqueline
Hardymon, James F.
Harlow, John T.
Hedgebeth, Reginald D.
Heidemann, Lyle G.
Jonas, Eric A., Jr.
Kane, Alan
Kelly, John J.
King, Alan B.
Kornstein, Don R.
Ma, Jeric
Marcum, James A.
McDonald, Jeffrey A.
Mosier, Michelle
Mulleady, John
Oakey, John A., III
Owen, Linda M.
Pappas, Steven P.
Ramsey, Daniel W.
Mith, Marlies A.
Salovaara, Mikael
Schoonover, Philip J.
Spainhour, J. Patrick
Spurling, Richard D.
Stone, Jeffrey S.
Swidler, Gerald L.
Turner, Ronald L.
Wahle, Elliot

Wong, Mark J.
Woo, Carolyn Y.

Businesses Affiliated with Directors and Officers

AFC Enterprises
Air Products and Chemicals Inc.
Aon Corporation
Bally Total Fitness Holding Corporation
Centex Corporation
Home Depot International
Iconix Brand Group Inc.
Lexmark International Inc.
Nisource Inc.
Pan American Life Insurance
Stride Rite Sourcing International
Sunoco Inc.
Textron Lycoming Corporation
The Brink's Company
The Servicemaster Company
True Value Company
Varsity Brands Inc.
VF Corporation
Wabco Holdings

Significant Shareholders

J. Richard Atwood
Classic Fund Management Aktiengesellschaft
First Pacific Advisors LLC
HBK Investments LP
HBK Management LLC
HBK Master Fund
HBK Master Fund LP
HBK Partners II LP
HBK Services LLC
Robert L Rodriguez
Mark J Wattles

Prepetition and Postpetition

Secured Lenders

Ableco Finance LLC
Bank of America, N.A.
Burdale Finance Ltd.
Capital One Leverage Finance Corporation
Crystal Capital
Fifth Third Bank
General Electric Capital Corporation
GMAC Commercial Finance LLC
JPMorgan Chase Bank, N.A.
National City Business Credit, Inc.
PNC Bank, N.A.
SunTrust Bank
Textron Financial Corporation
UBS Loan Finance LLC
UPS Capital Corporation
Wachovia Capital Finance Corporation
Webster Financial Corporation
Wells Fargo Retail Finance, LLC

Merchandise Creditors

Alliance Entertainment
Apple
Audiovox
Belkin Logistics Inc.
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Electronic Arts
Epson America Inc.
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Hewlett-Packard
Hisense USA Corporation

Kingston Technologies
Klipsch Audio Technologies, LLC
Lenovo, Inc.
Lexmark International Inc.
Linksys
Logitech Inc.
Microsoft Corporation
Microsoft Xbox
Mitsubishi Digital Electronics
Monster Cable Products
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc
Samsung Electronics America Inc.
Samsung Opto Electronics Inc.
Sandisk Corporation
Sharp Electronics Corporation
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc.
Tomtom Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Universal Distribution Records
Vizio
Warner Home Video
Western Digital Technologies
Zenith Electronics Corporation

Vendors and Major Contract Parties

Alpha Security Products
American Systems Corporation
Andrews Electronics Inc.
Bailiwick Data Systems Inc.
CDW Direct LLC
Clay Inc, Bruce
Clickit Inc.
Cormark Inc.
Corporate Express
Corporate Facilities Group
Cosco
DC Power Solutions
Eastern Security Corporation
Eleets Logistics
Ereplacements LLC
Fire Materials Group LLC
Gorilla Nation Media
Graphic Communications
Illinois Wholesale Cash Register
Innerworkings LLC
J&F Mfg Inc
JLG Industries Inc.
Nextag
NFL Enterprises LLC
North American Roofing Systems Inc.
Northern Wire Productions
Orbis Corporation
Pricegrabber.Com LLC
PTR Compactor & Baler Company
Quebecor World KRI
Retail Maintenance Services LLC
Samsung Electronics America Inc.
Shopping.Com Inc.
Shopzilla Inc.
Sony
Specificimedia Inc.
Standard Electric
Streater Inc.
Swift Train Company

Trane
Tremor Media
Universal Fixtures & Display
US Signs
USIS Commercial Services Inc.
Vance Baldwin
Vanguard Products Group Inc.
Vector Security
Virginia Electronic Components
Wayne Dalton Corporation
Weather Channel Interactive, The

Fifty Largest Unsecured Creditors

Advertising.com
Alliance Entertainment
Apex Digital Inc
Audiovox
Belkin Logistics Inc.
Bethesda Softworks
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Graphic Communications
Hewlett-Packard
Hisense USA Corporation
IBM
IBM Strategic Outsourcing Wire
Incomm
Kensington Computer Products Group
Kingston Technologies
Klipsch Audio Technologies LLC
Lenovo, Inc.
Lexar Media Inc.
Lexmark International Inc.
Linksys
Microsoft Corp Consignment
Microsoft Xbox Consignment
Mitac USA Inc.
Mitsubishi Digital Electronics
Monster Cable Products
Navarre Consignment
Navarre Corporation
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc.
Samsung Electronics America
Sandisk Corporation
Sharp Electronics Corporation
Simpletech
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc. (ValuSoft)
Toshiba America Business Solutions Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Vizio
Vtech Communications Inc.
Vtech Electronics
Warner Home Video
Zenith Electronics Corporation

Consignors

foneGear
Intuit Inc.
Memorex Products, Inc.

Navarre Corporation
Panasonic Consumer Electronics Company
Pinnacle Systems, Inc. (Avid Tech Inc.)
THQ Inc. (ValuSoft)

Credit Card Companies and/or Processors

American Express
Chase Bank, USA
Discover Card
IPS Card Solutions, Inc.
MasterCard
ValueLink
Visa Inc.

Insurers

American Empire Excess & Surplus Lines
American Home Assurance Company
Arch Insurance Group
Axis Reinsurance Company
Axis Surplus Insurance Company
Chubb
CNA Global Specialty Lines
Continental Casualty Company
Essex Insurance Company
Executive Risk Indemnity Inc.
Federal Insurance Company
Fireman's Fund Insurance Company
Glacier Re
Global Aerospace, Inc.
Global Excess Partners
Great American Assurance Company
Great American Insurance Company
Industrial Risk Insurers
Integon Specialty Insurance Company
Lancashire Insurance Company (UK) Ltd
Landmark American Insurance Company
Lexington Insurance Company
Liberty Mutual Fire Insurance Company
Lloyds of London
National Liability & Fire Insurance Company
National Union Fire Insurance Company
Ohio Casualty Insurance Company
Old Republic Risk Management Inc.
Princeton Excess & Surplus Lines Insurance Co.
RSUI Indemnity Company
St. Paul Mercury Insurance Company
State National Insurance Company
Westchester Surplus Lines Insurance Company
XL Specialty Insurance Company
Zurich American Insurance Company

Third Party Administrators

Aetna Life Insurance Company
Alliance Entertainment Corporation
American Express Travel Related Services Company
American Express Trust Company
Aon Inc.
Assurant Inc.
Avista Advantage, Inc.
Beecher Carlson Insurance Services
Computerized Waste Systems
CTSI
E-Count
Empire Blue Cross Blue Shield
Hewitt Associates LLC
IBM
Jardine Lloyd Thompson Canada
Kaiser Permanente
Marsh USA, Inc.
Medco Health Solutions
Mercer Insurance Group
Mid-Atlantic Vision Service Plan, Inc.
Navigant Consulting, Inc
Specialty Risk Services
Tangoe, Inc.

Triple-S Management Corporation
Vision Service Plan
Wachovia Bank, N.A.

Utility Providers

Accent Energy
American Electric Power Company
American Water Company
Alabama Gas Corporation
Alabama Power
Alameda County Water District
Albemarle County Service Authority
Albuquerque Bernalillo County Water
Alderwood Water District
Allegheny Power
Alliant Energy/WP&L
Alltel
Altoona City Authority
Ameren CIPS
Ameren UE
Ameren CILCO
Ameren IP
American Water & Energy Savers
American Water Service, Inc.
Anne Arundel County Water and Wastewater
Anniston Water Works, AL
Arizona Public Service
Aqua New Jersey
Aquarion Water Company of CT
Aquila, Inc.
Arch Wireless
Arkansas Oklahoma Gas Corporation
Arkansas Western Gas Company
Artesian Water Company, Inc.
Ashwaubenon Water & Sewer Utility
AT&T
AT&T (Ameritech)
AT&T (Bellsouth)
AT&T (Pacific Bell)
AT&T (SNET)
AT&T (Southwestern Bell)
AT&T Mobility
Athens Clarke County, GA
Athens-Clarke County Stormwater Utility
Atlantic City Electric
Atmos Energy
Augusta Utilities Department
Aurora Water
Austell Natural Gas System
Autoridad de Acueductos y Alcantarillado
Autoridad de Energia Electrica
Avaya
Avista Utilities
Bangor Gas, ME
Bangor Hydro Electric Company
Bangor Water District
Bay State Gas
Bell South
Bellevue City Treasurer, WA
Belmont County Sanitary Sewer District, OH
Bexar County WCID
Baltimore Gas & Electric
Board of Public Utilities-Cheyenne, WY
Board of Water Supply/HI
Board of Water Works of Pueblo, CO
Borough of Chambersburg, PA
Braintree Electric Light Department
Braintree Water & Sewer Dept
Brazoria County MUD #6
Brick Township Municipal Utilities
Brighthouse Networks
Brownsville Public Utilities Board
Brunswick-Glynn County, GA
Bucks County Water & Sewer Authority
California Water Service-Bakersfield

Canton Township Water Dept, MI	City of Cuyahoga Falls, OH
Cape Fear Public Utility Authority	City of Dallas, TX
Cascade Natural Gas	City of Daly City, CA
Center Township Water & Sewer Authority	City of Danbury, CT
CenterPoint Energy Services Inc.	City of Daphne, AL
Central Georgia EMC	City of Daytona Beach, FL
Central Hudson Gas & Electric Company	City of Dearborn, MI
Central Maine Power	City of Decatur, IL
CenturyTel	City of Denton, TX
Charleston Water System	City of Dover, DE
Charlotte County Utilities	City of Durham, NC
Charter Communications	City of East Point, GA
Charter Township of Bloomfield, MI	City of Escondido, CA
Charter Township of Meridian, MI	City of Falls Church, VA
Chattanooga Gas Company	City of Fayetteville, AR
Chesapeake Utilities	City of Florence, SC
Chesterfield County Utilities Department	City of Folsom,CA
Cheyenne Light, Fuel & Power	City of Fort Lauderdale, FL
Cincinnati Bell	City of Fort Myers, FL/340
Citizens Gas & Coke Utility	City of Fort Smith, AR
Citrus Heights Water District	City of Fredericksburg, VA
City and County of Denver, CO	City of Fresno, CA
City of Abilene, TX	City of Frisco, TX
City of Alcoa Utilities, TN	City of Fullerton, CA
City of Alexandria, LA	City of Garland Utility Services
City of Altamonte Springs, FL	City of Gastonia, NC
City of Amarillo, TX	City of Glendale, CA - Water & Power
City of Ammon, ID	City of Goodyear, AZ
City of Ann Arbor Treasurer, MI	City of Grand Rapids, MI
City of Ardmore, OK	City of Grandville, MI
City of Arlington, TX	City of Groveland, FL
City of Asheville, NC	City of Groveland, FL
City of Atlanta, GA-Dept of Watershed Mg	City of Gulfport, MS
City of Austin, TX	City of Harrisonburg, VA
City of Avondale, AZ	City of Hattiesburg, MS
City of Baltimore, MD	City of Hialeah, FL-Dept of Water & Sewer
City of Batavia, IL	City of Hickory, NC
City of Beaumont, TX	City of High Point, NC
City of Berwyn, IL	City of Houston, TX - Water/Wastewater
City of Bethlehem, PA	City of Humble, TX
City of Bloomington, IL	City of Huntington Beach, CA
City of Bloomington, MN	City of Hurst, TX
City of Boca Raton, FL	City of Independence, MO
City of Boulder, CO	City of Jacksonville, NC
City of Boynton Beach, FL/Utilities Dept	City of Joliet, IL
City of Brea, CA	City of Keene, NH
City of Bridgeport, WV	City of Keizer, OR
City of Brighton, MI	City of Killeen, TX
City of Brockton, MA	City of Kingsport, TN
City of Brookfield, WI	City of La Habra, CA
City of Buford, GA	City of Lafayette, IN
City of Burbank, CA	City of Lake Charles, LA
City of Burnsville, MN	City of Lake Worth, TX
City of Calumet City, IL	City of Lakewood, CA
City of Cape Coral, FL	City of Lakewood, CO
City of Carmel, IN	City of Laredo, TX
City of Cedar Hill, TX	City of League City, TX
City of Cedar Park, TX	City of Leominster, MA
City of Chandler, AZ	City of Lewisville, TX
City of Charlottesville, VA	City of Livermore, CA
City of Chicago, IL Dept. of Water	City of Long Beach, CA
City of Clearwater, FL	City of Longview, TX
City of Cocoa, FL	City of Lufkin, TX
City of Colonial Heights, VA	City of Lynnwood, WA
City of Columbia, MO	City of Madison Heights, MI
City of Columbia, SC	City of Mansfield, TX
City of Columbus, OH	City of Manteca, CA
City of Concord, NC	City of Maple Grove, MN
City of Concord, NH	City of Marion, IL
City of Coon Rapids, MN	City of Martinsville, VA
City of Coral Springs, FL	City of McHenry, IL
City of Corpus Christi, TX-Utility Busing	City of McKinney, TX
City of Countryside, IL	City of Melbourne, FL
City of Covina, CA	City of Merced
City of Crystal Lake, IL	City of Meriden Tax Collector, CT

City of Mesa, AZ	City of Sunnyvale, CA
City of Mesquite, TX	City of Tallahassee, FL - Util Dept
City of Midland, TX	City of Tampa, FL
City of Midwest City, OK	City of Taunton, MA
City of Millville, NJ	City of Taylor, MI
City of Minnetonka, MN	City of Temple, TX
City of Modesto, CA	City of Thornton, CO
City of Monrovia, CA	City of Toledo, OH
City of Montebello, CA	City of Torrance, CA
City of Morgan Hill, CA	City of Troy, MI
City of Muskegon, MI	City of Tucson, AZ
City of Myrtle Beach, SC	City of Tukwila, WA
City of Naperville, IL	City of Tulsa, OK
City of Niles, OH	City of Turlock, CA
City of Norman, OK	City of Tuscaloosa, AL
City of North Canton, OH	City of Tyler, TX
City of Norton Shores, MI	City of Vero Beach, FL
City of Norwalk, CA	City of Victorville, CA
City of Novi, MI	City of Vienna, WV
City of OFallon, IL	City of Virginia Beach, VA
City of Oklahoma City, OK	City of Waco, TX
City of Olympia, WA	City of Warner Robins, GA
City of Orange, CA	City of Webster, TX
City of Orem, UT	City of West Jordan, UT
City of Oxnard, CA	City of West Palm Beach/Utilities
City of Pasadena, CA	City of Westland, MI - Dept. 180701
City of Pasadena, TX	City of Wichita Falls, TX
City of Pembroke Pines, FL	City of Wichita Water Department, KS
City of Pensacola, FL	City of Wilmington, DE
City of Peoria, AZ	City of Wilmington, NC
City of Phoenix, AZ	City of Winston-Salem, NC
City of Pittsburg, CA	City of Woodbury, MN
City of Plano, TX	City of Yuma, AZ
City of Plantation, FL	City Utilities (Fort Wayne, IN)
City of Pontiac, MI	City Utilities of Springfield, MO
City of Port Arthur, TX	City Water & Light
City of Port Richey, FL	City Water Light & Power, Springfield IL
City of Portage, MI	Clackamas River Water
City of Portland, OR	Clarksville Department of Electricity
City of Portsmouth, NH	Clarksville Gas & Water Department
City of Raleigh, NC	Clearwater Enterprises, L.L.C.
City of Rancho Cucamonga, CA	Cleco Power LLC
City of Redding, CA	Cleveland Utilities
City of Richland, WA	Coachella Valley Water District
City of Richmond, VA	Cobb County Water System
City of Rochester Hills, MI	College Station Utilities - TX
City of Rockford, IL	Colorado Springs Utilities
City of Rockwall, TX	Columbia Gas of Kentucky
City of Roseville, CA	Columbia Gas of Maryland
City of Roseville, CA	Columbia Power & Water Systems
City of Roseville, MI	Columbus City Utilities
City of Round Rock, TX	Columbus Water Works
City of Salisbury, NC	Com Ed
City of San Bernardino, CA - Water	Comcast
City of San Diego, CA	Compton Municipal Water Dept
City of San Luis Obispo, CA	Con Edison
City of Santa Barbara, CA	Con Edison Solutions
City of Santa Maria, CA	Connecticut Light & Power
City of Santa Monica, CA	Connecticut Natural Gas Corporation
City of Santa Rosa, CA-Water & Sewer	Connecticut Water Company
City of Savannah, GA	Connexus Energy
City of Sebring, FL	Consolidated Communications
City of Selma, TX	Consolidated Mutual Water
City of Sherman, TX	Consolidated Waterworks District #1
City of Shreveport, LA-D O W A S	Consumers Energy
City of Signal Hill, CA	Contra Costa Water District
City of Slidell, LA	County of Henrico, VA
City of Somerville, MA	Cox Communications
City of Southaven, MS	CPS Energy
City of Southlake, TX	Cucamonga Valley Water District
City of St. Cloud, MN	Dakota Electric Association
City of St. Peters, MO	Davidson Telecom LLC
City of Steubenville, OH	Dayton Power & Light
City of Sugar Land, TX	Delmarva Power DE/MD/VA
City of Summerville, Armuchee	Delta Charter Township, MI

Denver Water
Deptford Township MUA, NJ
Direct Energy
Division of Water, City of Cleveland OH
Dixie Electric Cooperative
Dominion East Ohio
Dothan Utilities
Douglasville-Douglas County GA
DTE Energy
Dublin San Ramon Services District
Duke Energy
Dupage County Public Works
Duquesne Light Company
East Bay Municipal Utility District
East Brunswick Water Utility
Eastern Municipal Water District
Easton Suburban Water Authority
Easylink Services Corporation
El Paso Electric Company
El Paso Water Utilities
El Toro Water District
Electric City Utilities/City of Anderson
Electric Power Board-Chattanooga
Elizabethtown Gas
Elmira Water Board NY
Elyria Public Utilities
Embarq Communications
Emerald Coast Utilities Authority
Entergy Arkansas, Inc.
Entergy Gulf States LA, LLC
Equitable Gas Company
Erie County Water Authority
Evansville, IN Waterworks Dept
Everett Utilities
Fairfax Water - VA
Fairfield Municipal Utilities
Fairpoint Communications
Fewtek Inc.
First Utility District of Knox County
Flint EMC, GA
Flint Township-Board of Public Works
Florence Water & Sewer Commission
Florida City Gas
Florida Power & Light Company
Florida Public Utilities Co, DeBary
Floyd County Water Department
Fontana Water Company
Fort Collins Utilities
Fort Worth Water Dept, TX
Frederick County Division of Utilities
Frontier
Fruitland Mutual Water Company
Gainesville Regional Utilities
Gas South
Geoff Patterson, Receiver of Taxes
Georgia Power
Golden State Water Company
Grand Chute Utilities
Grand Traverse County Dept of Pub Works
Granite Telecommunications
Greater Augusta Utility District, ME
Greater Cincinnati Water Works
Green Bay Water Utility
Green Mountain Power
Greene County - Department of Public Wor
Greenville Utilities Commission, NC
Greenville Water System, SC
GreyStone Power Corporation
Gulf Power
Gwinnett Co. Water Resources
Hamilton Township
Hampton Roads Utility Billing Services
Harker Heights Water Department, TX
Harpeth Valley Utilities District
Harrisonburg Electric Commission

Hawaiian Electric Company, Inc.
Hawaiian Telecom
Hayward Water System
Helix Water District
Hernando County Utilities, FL
Hicksville Water District
Highland Sewer & Water Authority
Highland Utilities Dept, IN
Highlands Ranch Metro Districts
Hillsborough County Water Resource Ser.
Holland Board of Public Works
Holland Charter Township, MI
Holyoke Gas & Electric Department
Holyoke Water Works, MA
Huntsville Utilities, AL
Idaho Power
Imperial Irrigation District, CA
Indian River County Utilities, FL
Indianapolis Power & Light
Indianapolis Water Company
Insight
Intercall
Intermountain Gas Company
Intermountain Rural Electric Association
Irvine Ranch Water District
Jackson Electric Membership Corp, GA
Jackson Energy Authority
Jackson Water Collection, MI
Jacksonville Electric Authority
Jefferson County AL, Sewer Service Fund
Jefferson Parish, LA
Jersey Central Power & Light
Johnson City Power Board
Johnson City Utility System
Kansas City Power & Light Company
Kansas Gas Service
KCMO Water Services Department
Keynote Red Alert
Kissimmee Utility Authority
Knoxville Utilities Board
Kentucky Utilities Company
Laclede Gas Company
Lafayette Utilities Systems
Lake Apopka Natural Gas District, FL
Lake County Dept of Public Works, IL
Lakehaven Utility District
Lakeland Electric/City of Lakeland,FL
Lansing Board of Water & Light
Lee County Electric Cooperative
Lincoln Electric System
Long Island American Water, NY
Long Island Power Authority
Los Angeles County Dept. of Public Works
Los Angeles Dept of Water & Power
Loudoun Water
Louisville Water Company
Lubbock Power Light & Water
Lycoming County Water & Sewer Authority
Macon Water Authority
Madison Gas and Electric - WI
Madison Suburban Utility District
Madison Water/Sewer/Storm Utilities, WI
Manchester Water Works
Marin Municipal Water District
Martin County Utilities
McAllen Public Utilities -TX
MCI
Manatee County Utilities Cust Serv
Medford Water Commission, OR
Memphis Light, Gas & Water Division
Merced Irrigation District
Merchantville - Pennsauken
Met-Ed
Metro
Metro Technology, Inc. (AL)

Metro Water Services TN	Pinellas County, FL-Utilities
Metropolitan St. Louis Sewer District	Plaza Mill Limited
Miami-Dade Water and Sewer Dept.	PNM Electric & Gas Services
MidAmerican Energy Company	Portland General Electric
Mid-Carolina Electric Cooperative	Portland Water District - ME
Middle Tennessee Electric Membership	PPL Utilities
Milwaukee Water Works	Prattville Water Works Board
Mishawaka Utilities	Progress Energy Carolinas, Inc
Mississippi Power	Providence Water
Missouri Gas Energy	Public Service Electric & Gas Company
Mobile Area Water & Sewer System	PSNC Energy (Public Service Company of NC)
Modesto Irrigation District	Public Service of New Hampshire
Monroe County Water Authority	Public Works Commission, City of Fayetteville
Monte Vista Water District	Puerto Rico Telephone
Montgomery Water Works	Puget Sound Energy
Mount Laurel Municipal Utilities	Prince William County Services
Mount Pleasant Waterworks, SC	Questar Gas
Mountaineer Gas	Qwest
Nashville Electric Service	Racine Water & Wastewater Utilities, WI
National Fuel	Rancho California Water District
National Grid	Regional Water Authority, CT
Nevada Power Company	Research In Motion
New Braunfels Utilities, TX	Rochester Gas & Electric
New England Gas Company	Ritter Communications
New England Water Utility Services, Inc.	Riverdale City Corporation
New Hampshire Gas Corporation	Riverside Public Utilities, CA
New Jersey Natural Gas Company	Roanoke Gas Company
New Mexico Utilities, Inc.	Rocky Mount Public Utilities
Newport News Waterworks	Sacramento County Utilities
Nextel Communications	Sacramento Municipal Utility District
Nicor Gas Transportation	Saddleback Communications
Nicor Gas	Saint Paul Regional Water Services
Northern Indiana Public Service Company	Salt Lake City Corporation
North Attleborough Electric	San Angelo Water Utilities
North Attleborough Public Works	San Antonio Water System
North Little Rock Electric	San Diego Gas & Electric
North Shore Gas	San Jose Water Company
North State Communications	Santa Buckley Energy
North Wales Water Authority	Santa Cruz Municipal Utilities
Northampton Borough Municipal Authority	Santa Margarita Water District-SMWD
Northern Utilities Natural Gas	Santee Cooper
Northern Virginia Electric Cooperative	Sarasota County Environmental Services
NSTAR/	Sawnee EMC
NW Natural	South Carolina Electric & Gas
NYC Water Board	Sebring Gas System Inc.
New York State Electric & Gas	Second Taxing District Water Department
O.C.W.S. Okaloosa County	Semco Energy Gas Company
Ocala Electric Utility, FL	Sempra Energy Solutions
Oceanic Time Warner Cable	SFPUC-Water Department, CA
Onondaga County Water Authority	Shelby Township Dept of Public Works
Oklahoma Gas & Electric Service	Sierra Pacific Power Company-NV
Ohio Edison	Silverdale Water District # 16
Oklahoma Natural Gas Company	Simplenet
Olivenhain Municipal Water District	Skytel
Ontario Water Works	Southern Maryland Electric Cooperative
Orange and Rockland Utilities	Snapping Shoals EMC
Orange County Utilities	Snohomish County PUD
Orlando Utilities Commission	South Bend Water Works
Orwell Natural Gas Company	South Central Power CO, OH
Ozarks Electric Cooperative Corporation	South Jersey Gas Company
Pacific Gas & Electric	South Louisiana Electric Cooperative
Pacific Power-Rocky Mountain Power	Southern California Edison
Paducah Power System	Southern California Gas
Panama City Utilities Department , FL	Southwest Gas Corporation
Parker Water & Sanitation District	Southwestern VA Gas Company
Paulding County Water, GA	Spartanburg Water System
Pearl River Valley EPA	Spectrum Utilities Solutions
Peco Energy Company	Spokane County Utilities
Pedernales Electric Cooperative, Inc.	Spokane County Water Dist #3
Penelec	Spring Hill Water Works, TN
Pennichuck Water Works, Inc.	Springfield Utility Board
Peoples Gas	Springfield Water & Sewer Commission
PEPCO (Potomac Electric Power Company)	Sprint
Philadelphia Gas Works	Salt River Project
Piedmont Natural Gas-Nashville Gas	St. Lucie West Services District

Suburban East Salem Water District	Verizon (GTE)
Suburban Natural Gas	Verizon Online
Suddenlink	Verizon Wireless
Suez Energy Resources NA	Vermont Gas Systems, Inc.
Suffolk County Water Authority - NY	Village of Algonquin, IL
Summit Township Water Authority	Village of Arlington Heights, IL
Sumter Electric Cooperative, Inc., FL	Village of Bedford Park, IL
Surewest	Village of Bloomingdale, IL
Sweetwater Authority	Village of Downers Grove, IL
T Mobile	Village of Elmwood Park, IL
Tacoma Public Utilities	Village of Gurnee, IL
Taunton Municipal Lighting Plant	Village of Matteson, IL
TDS Telecom	Village of Niles, IL
Tampa Electric Company	Village of Norridge, IL
Terrebonne Parish Consolidated Govt.	Village of Nyack Water Dept., NY
Texas Gas Service	Village of Schaumburg, IL
The Illuminating Company	Village of Wellington, FL
The Metropolitan District CT	Virginia Natural Gas
The Torrington Water Company	Vista Irrigation District
Thoroughbred Village	Walnut Valley Water District
Toledo Edison	Walton EMC PO Box 1347/260
Tombigbee Electric Power Assoc-Tupelo	Warrington Township Water & Sewer Dept.
Town of Apex, NC	Washington Gas
Town of Aurelius - Water & Sewer, NY	Washington Suburban Sanitary Commission
Town of Burlington, MA	Water Gas & Light Commission
Town of Cary, NC	Water Revenue Bureau, PA
Town of Collierville, TN	WaterOne
Town of Cortlandt, NY	Wisconsin Electric
Town of Danvers, MA-Electric Division	Wisconsin Gas
Town of Dartmouth, MA	West View Water Authority
Town of Foxborough, MA	Westar Energy/KPL
Town of Gilbert, AZ	Western Allegheny County MUA
Town of Hanover, MA-Tax Collector	Western Massachusetts Electric
Town of Manchester, CT	Westminster Finance - CO
Town of Natick, MA	Wilkinsburg-Penn Joint Water Authority
Town of Plymouth, MA	Williston Water Department
Town of Queen Creek Water, AZ	Willmut Gas Company
Town of Salem, NH	Windstream
Town of Schererville, IN	Wisconsin Public Service Corporation
Town of Vestal, NY - Utility Fund	Withlacoochee River Electric Cooperative
Town of Victor, NY	Wright-Hennepin Coop Electric
Town of Wallkill, NY	Xcel Energy: Southwestern Public Service
Township of Freehold, NJ	Yankee Gas Services
Township of Livingston, NJ	Youngstown Water Dept., OH
Township of Roxbury, NJ	
Township of Wayne, NJ	
TPS	<u>Real Property Lessors</u>
Tri-County Electric Cooperative/TX	1030 W. North Avenue Bldg., LLC
Trinsic Spectrum Business	120 Orchard LLC
Truckee Meadows Water Authority, NV	1251 Fourth Street Investors, LLC
Trumbull County Water & Sewer Dept.	13630 Victory Boulevard LLC
Trussville Utilities Board, AL	1890 Ranch, Ltd
Tucows Com	1965 Retail LLC
Tucson Electric Power Company	19th Street Investors, Inc.
Tupelo Water & Light Dept	36 Monmouth Plaza LLC
Turlock Irrigation District	3725 Airport Boulevard, LP
TXU Energy	380 Towne Crossing, LP
Tylex Inc./TX	4 Newbury Danvers LLC
UGI Energy Services, Inc.	44 North Properties, LLC
UGI Penn Natural Gas	444 Connecticut Avenue LLC
United Illuminating Company	502-12 86th Street, LLC
United Power	5035 Associates, LP
United Water Idaho	601 Plaza, LLC
United Water New Jersey/Harrington Park	610 & San Felipe, Inc.
United Water Pennsylvania	680 S. Lemon Avenue Company LLC
Unitil Concord Electric Company	700 Jefferson Road Ii, LLC
USA Mobility	ADD Holdings, LP
UTE Water Conservancy District	AAC Cross County Leasehold Owner, LLC
Utilities Inc. of Louisiana	Abercorn Common, LLP
Utility Billing Services-AR	Abrams Willowbrook Three LP
Utility Payment Processing, Baton Rouge	Acadia Realty Limited Partnership
Valencia Water Company, CA	Accent Homes, Inc
VCCDD Utility	ACPG Management, LLC
Vectren Energy Delivery	Advance Real Estate Management, LLC
Verizon (BA)	Agree Limited Partnership
	AIG Baker Deptford, LLC

AIG Baker Hoover, LLC
Alameda Associates
Alexander's Of Rego Park Center, Inc.
Alexandria Main Mall LLC
Alliance - Rocky Mount, LLC
Almaden Plaza Shopping Center, Inc.
Almeda-Rowlett Retail LP
Almonesson Associates, LP
Altamonte Springs Real Estate Associates, LLC
Amargosa Palmdale Investments, LLC
AMB Property, LP
Amcap Arborland LLC
Amcap Northpoint LLC
American National Bank & Trust Company Of Chicago
American National Insurance Company
Amherst Industries, Inc.
AMLI Land Development- I, LP
Ammon Properties LLC
AM REIT Texas Real Estate Investment Trust
AR Investments, LP
Arboretum of South Barrington LLC
Ardmore Development Authority
Argyle Forest Retail I, LLC
Arho LP
Arrowhead Net Lease, LP
Arundel Mills Marketplace LP
Atlantic Center Fort Greene Associates LP
Avenue Forsyth LLC
Avr Cpc Associates, LLC
Awe-Ocala, Ltd.
Bainbridge Shopping Center II LLC
Baker Natick Promenade LLLC
Barberio, Janet
Bard, Ervin & Suzanne
Barnes and Powers North LLC
Basile LLC
Basser - Kaufman 222, LLC
Basser-Kaufman Inc.
Battlefield Fe LP
BBD Rosedale, LLC
BC Portland Partners, Inc.
Bear Valley Road Partners LLC & M Lantz LLC
Beatson, William P. Jr.
Becker Investment Company
Becker Trust, LLC
Bedford Park Properties, LLC
Bel Air Square LLC
Bella Terra Associates LLC
Benderson Development Company
Benderson Properties Inc.
Benenson Columbus - OH Trust
Berkshire West
Berkshire-Amherst, LLC
Berkshire-Hyannis, LLC
BFLO-Waterford Associates, LLC
BFW/Pike Associates, LLC
BG Walker, LLC
BK Properties LP
Blank Aschkenasy Properties LLC
Building Retail 2007 LLC & Netarc LLC
BI-NTY I, LLC
Boise Towne Plaza LLC
Bond CC. V Delaware Business Trust
Bond CC II Delaware Business Trust
Bond CC III Delaware Business Trust
Bond CC IV Delaware Business Trust
Bond-Circuit II Delaware Business Trust
Bond-Circuit IV Delaware Business Trust
Bond-Circuit IX Delaware Business Trust
Bond-Circuit V Delaware Business Trust
Bond-Circuit VIII Delaware Business Trust
Bond-Circuit X Delaware Business Trust
Bond-Circuit XI Delaware Business Trust
Boulevard Associates

Boulevard North Associates, LP
Boyer Lake Pointe, Lc
BPP-Connecticut LLC
BPP-Muncy LLC
BPP-Ny LLC
BPP-Oh LLC
BPP-Redding LLC
BPP-Sc LLC
BPP-Va, LLC
BPP-Wb, LLC
Brandywine Grande C, LP
Bre, Louis Joliet, LLC
Briantree Property Association LP
Brick 70 LLC
Brighton Commercial LLC
Broadacre South LLC
Broadstone Crossing LLC
BT Bloomington LLC
Burbank Mall Associates LLC
Burnham Pacific Properties
By-Pass Development Company LLC
CC. Hamburg NY Partners, LLC
CJM. Management Company
CA New Plan Asset Partnership IV, LLP
Cafaro Governors Square Partnership
Camelback Center Properties
Cameron Group Associates LLP
Campbell Properties LP
Cap Brunswick LLC
Caparra Center Associates, S.E.
Capital Centre LLC
Cardinal Capital Partners
Cardinal Court, LLC
Carlyle-Cypress Tuscaloosa I, LLC
Carousel Center Company, LP
Carriage Crossing Market Place, LLC
Carrollton Arms
Catellus Development Corporation
Catellus Operating LP
CBC - Wilbur Properties
CBL Terrace Limited Partnership
CC - Investors 1995-6
CC - Investors 1996-1
CC - Investors 1996-12
CC - Investors 1996-17
CC - Investors 1996-3
CC Brandywine Investors 1998 LLC
CC Colonial Trust
CC Countryside 98 LLC
CC East Lansing 98 LLC
CC Frederick 98 LLC
CC Ft. Smith Investors 1998 LLC
CC Grand Junction Investors 1998 LLC
CC Green Bay 98 LLC
CC Harper Woods 98 LLC
CC Independence LLC
CC Indianapolis 98 LLC
CC Indianapolis LLC
CC Investors 1995-1
CC Investors 1995-2
CC Investors 1995-3
CC Investors 1995-5
CC Investors 1996-10
CC Investors 1996-14
CC Investors 1996-6
CC Investors 1996-7
CC Investors 1997-10
CC Investors 1997-12
CC Investors 1997-2
CC Investors 1997-3
CC Investors 1997-
CC Jackson 98 LLC
CC Kingsport 98 LLC
CC La Quinta LLC
CC Lafayette LLC

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CC Madison LLC	Compton Commercial Redevelopment Company
CC Merrillville Trust	Concar Enterprises Inc.
CC PhiladeLPhia 98 LLC	Concord Mills LP
CC Ridgeland 98 LLC	Condan Enterprises LLC
CC Roseville, LLC	Congressional North Associates LP
CC Springs LLC	Continental 45 Fund LLC.
CC Wichita Falls 98 Trust	Continental 64 Fund LLC
CCC Realty, LLC	Cortlandt B. LLC
CCDC Marion Portfolio LP	Cosmo-Eastgate, Ltd.
CCI Louisiana Trust	Cottonwood Phase V LLC
CCI Trust 1994-I	Coventry II DDR Buena Park Place LP
CC-Virginia Beach LLC	Coventry II DDR Merriam Village LLC
CDB Falcon Sunland Plaza LP	Covington Lansing Acquisition LLC
Cedar Development, Ltd	CP Venture Two LLC
Centennial Holdings LLC	Craig-Clarksville Tennessee LLC
Central Investments, LLC	Crosspointe 08 A LLC
Central Park 1226, LLC	Crossways Financial Associates LLC
Central Park Property Owners Association	Crown CC 1 LLC
Centro Bradley Spe 7 LLC	CT Retail Properties Finance V LLC
Centro Heritage County Line LLC	Cypress/Spanish Fort I LP
Centro Heritage Innes Street LLC	Daly City Partners I LP
Centro Heritage UC Greenville LLC	Daniel G. Kamin Baton Rouge LLC
Centro Properties Group	Daniel G. Kamin Burlington LLC
Centro Watt	Daniel G. Kamin Elmwood Park LLC
Century Plaza Development Corporation	Daniel G. Kamin Flint, LLC
Cermak Plaza Associates LLC	Daniel G. Kamin Mcallen LLC
CFH Realty III/Sunset Valley LP	Daniel G Kamin and Howard Kadish, LLC
Chalek Company LLC	Dartmouth Marketplace Associates
Chambersburg Crossing LP	Dayton Hudson Corporation
Chandler Gateway Partners LLC	DDR Southeast Loisdale LLC
Chapel Hills - West LLC	DDR Crossroads Center LLC
Chapman And Main Center	DDR Family Centers LP
Charbonnet Family Ltd et. al	DDR Highland Grove LLC
Charlotte (Archdale) UY LLC	DDR Homestead LLC
Chehalis Hawaii Partners LLC	DDR Horseheads LLC
Chico Crossroads LP	DDR Mdt Asheville River Hills
Chino South Retail PG LLC	DDR Mdt Fairfax Towne Center LLC
CHK LLC	DDR Mdt Grandville Marketplace LLC
Cim/Birch St., Inc.	DDR Mdt Monaca Township Marketplace LLC
Circuit Distribution - Illinois	DDR Mdt Union Consumer Square, LLC
Circuit II Corporation	DDR Miami Ave LLC
Circuit Investors - Fairfield, LP	DDR Norte LLC, S.E.
Circuit Investors - Vernon Hills, LP	DDR Southeast Cary LLC
Circuit Investors - Yorktown, LP	DDR Southeast Cortez, LLC
Circuit Investors #2 Ltd	DDR Southeast Culver City District
Circuit Investors #3 LP	DDR Southeast Dothan Outparcel, LLC
Circuit Investors #4 - Thousand Oaks LP	DDR Southeast Highlands Ranch LLC
Circuit Oklahoma Property Investor	DDR Southeast Olympia District
Circuit Pennsylvania Corporation	DDR Southeast Rome LLC
Circuit Sports LP	DDR Southeast Snellville LLC
Circuit Tax Property Investors LP	DDR Southeast Union LLC
Circuitville LLC	DDR Southeast Vero Beach LLC
Citrus Park CC LLC	DDR 1st Carolina Crossings South LLC
City View Center LLC	DDRA Arrowhead Crossing LLC
CK Richmond Business Services #2, LLC	DDRM Hilltop Plaza LP
Clairemont Square	DDRM Skyview Plaza LLC
Clay Terrace Partners LLC	DDR-Sau Greenville Point LLC
Cleveland Towne Center LLC	DDR-Sau Wendover Phase II, LLC
Coastal Way LLC	DDRTC CC Plaza LLC
Cobb Corners II LP	DDRTC Columbiana Station I LLC
Cofal Partners LP	DDRTC Creeks at Virginia Center LLC
Cohab Realty LLC	DDRTC McFarland Plaza LLC
Coldwater Development LLC	DDRTC Newnan Pavilion LLC
Cole CC Aurora Co, LLC	DDRTC Southlake Pavilion LLC
Cole CC Groveland Fl, LLC	DDRTC Sycamore Commons LLC
Cole CC Kennesaw Ga, LLC	DDRTC T&C LLC
Cole CC Mesquite Tx, LLC	DDRTC Walks at Highwood Preserve I LLC
Cole CC Taunton Ma, LLC	Decatur Plaza I, LLC
Colonial Heights Holding, LLC	Deerbrook Anchor Acquisition LLC
Colonial Heights Land Association	Dematteo Management Inc.
Colonial Square Associates LLC	Dentici Family Limited Partnership
Colonnade LLC	Derito Pavilions 140 LLC
Colony Place Plaz, LLC	Desert Home Communities of Oklahoma, LLC
Columbia Plaza Shopping Center Venture	DEV LP
Community Centers One LLC	Diamond Square LLC

Dicker/Warmington Properties
Dikeou, Deno P.
Dim Vastgoed, N.V.
DJD Partners LP
DMC Properties, Inc.
Dollinger Lost Hills Associates
Donahue Schriber Realty Group LP
Dowel Conshohocken LLC
Dowel-Allentown, LLC
Doyle Winchester Properties, LLC
Drexel Delaware Trust
Drury Land Development Inc.
Durham Westgate Plaza Investors LLC.
E&A Northeast LP
Eagleridge Associates (Pueblo) LLC
East Gate Center V
Eastchase Market Center LLC
Eastland Shopping Center LLC
Eastridge Shopping Center LLC
EEL Mckee LLC
EKLEC Co. Newco LLC
ELPF Slidell, LLC
Emporium on LBJ Owners Association
Encinitas PFA, LLC
Enid Two, LLC
ERP of Midway, LLC
Estate of Joseph Y. Einbinder
Evansville Developers LLC, G.B.
Evergreen Mcdowell And Pebble Creek LLC
Excel Realty Partners LP
Excel Westminster Marketplace, Inc.
F.R.O., LLC Ix
Faber Bros., Inc
Fairfax Court LP
Fairview Heights Investors LLC
Fairway Centre Associate, LP
Faram Muskegon LLC
Farmingdale-Grocery LLC
Fayetteville Developers LLC
FC Janes Park LLC
FC Richmond Associates LP
FC Treeco Columbia Park, LLC
FC Wodbridge Crossing, LLC
Federal Realty Investment Trust
Feil Organization, The
FGP Company
Fingerlakes Crossing LLC
Firecreek Crossing o Reno LLC
First Berkshire Properties LLC
FJL MVP LLC
Flintlock Northridge LLC
F&M Properties
Fogg-Snowville LLC
Foothill Business Association
Foothill Pacific Towne Center
Forecast Danbury LP
Forest City Commercial Group LLC
Forest City Ratner Company
Fourels Investment Company
Fr/Cal Gouldsboro Property Holding LP
Friedland, Lawrence And Melvin
FW CA Brea Marketplace LLC
G&S Livingston Realty Inc.
Gainesville Outdoor Advertising Inc.
Galileo Apollo II Sub, LLC
Galileo CMBS T2 NC LP
Galileo Freshwater/Stateline LLC
Galileo Northeast LLC
Galleria Partnership
Galleria Plaza Ltd.
Garden City Center
Gateway Center Properties III, LLC
Gateway Company LLC
Gateway Woodside Inc.
GC Acquisition Corporation

Geenen Dekock Properties LLC
Generation H One and Two LP
GGP Mall of Louisiana LP
GGP-Steeplegate Inc.
Gladwyne Investors, LP
Glenmoor LP
GMS Golden Valley Ranch LLC
Goldsmith, Barbara L.
Goodmill LLC
Gould Livermore LLC
Grand Hunt Center Oea
Gravois Bluffs III LLC
GRE Grove Street One LLC
GRE Vista Ridge LP
Greater Orlando Aviation Authority
Greece Ridge LLC
Greeley Shopping Center LLC
Green 521 5th Avenue LLC
Green Acres Mall LLC
Greenback Associates
Greenwood Point LP
GRI-EQY (Sparkleberry Square) LLC
GS Erie LLC
GS II Brook Highland LLC
Gunning Investments, LLC
Hallaian Brothers
Hamilton Chase Santa Maria LLC
Hamilton Crossing I LLC
Hampden Commons Condominium Association
Hannon Ranches Ltd
Hanson Industries Inc.
Harold and Lucille Chaffee Trust
Hart Kings Crossing LLC
Hartman 1995 Ohio Property Trust
Harvest/NPE LP
Hayden Meadows JV
Hayward 880, LLC
Heritage Property Investment LP
Heritage-Lakes Crossing LLC
Hickory Hollow Development Inc.
Hickory Ridge Pavilion LLC
Highlands Ranch Community Association
HIP Stephanie, LLC
HK New Plan Covered Sun LLC
HK New Plan EPR Property Holdings LLC.
HK New Plan Exchange Property Owner II LP
HKK Investments
Hollingsworth Capital Partners - Intermodal, LLC
Holyoke Crossing LP II
Home Depot USA Inc.
Hoprock Limonite LLC
Howland Commons Partnership
HRI/Lutherville Station LLC
Hudson Realty Trust
Huntington Mall Company
HV Covington LLC
HWR Kennesaw LLC
I-10/Bunker Hill Associates, LP
I-93 Somerville LLC
Iannucci Development Corporation
Immobilien Verwaltung GMBH
Indian River Mall
Inland American Chesapeake Crossroads LLC
Inland American Oklahoma City Penn, LLC
Inland American Retail Management
Inland Commercial Property Management Inc.
Inland Us Management LLC
Inland Western Austin Southpark Meadows II LP
Inland Western Cedar Hill Pleasant Run LP
Inland Western College Station Gateway II, LP
Inland Western Columbus Clifty LLC
Inland Western Houma Magnolia LLC
Inland Western Lake Worth Towne Crossing
Inland Western Lewisville Lakepointe LP
Inland Western McDowell LLC

Inland Western Oswego Gerry Centennial LLC	Little Britain Holding, LLC
Inland Western Richmond Mayland LLC	Loop West LLC
Inland Western San Antonio Hq LP	Louis Joliet Shoppingtown LP
Inland Western Southlake Corners LP	Lucknow Associates
Inland Western Sugar Land Colony LP	Lufkin Gkd Partner, LP
Inland Western Temecula Commons LLC	M & M Berman Enterprises
Inland Western West Mifflin Century III District	MIA Brookhaven LLC
Intergrated Real Estate Services LLC	Macerich Lakewood LLC
International Speedway Square Ltd	Macerich Vintage Fair LP
Interstate Augusta Properties LLC	Macy's Central
Investors Brokerage Inc.	Madison Waldorf LLC
Irish Hills Plaza West II LLC	Magna Trust Company
Irvine Company LLC	Main Street At Exton LP
Irving Harlem Venture LP	Mall at Gurnee Mills LLC
J&F Enterprises	Mall at Valle Vista LLC
Jaffe of Weston II Inc.	Mall of Georgia LLC
Janaf Crossings, LLC	Mallview Plaza Company Ltd.
Jantzen Dynamic Corporation	Manco Abbott OEA Inc.
Jefferson Mall Company II LLC	Mansfield Seq 287 and Debbie Ltd.
JKCG LLC	Manteca Stadium Park LP
Johnson City Crossing (Delaware)LLC	Marco Portland General Partnership
Johnstown Zamias LP	Market Heights Ltd
Jubilee-Springdale LLC	Marlton VF, LLC
Jurupa Bolingbrook LLC	Mass One LLC
JWC/Loftus LLC	Mayfair - MDCC Business Trust
K&G/Dearborn LLC.	MB Fabyan Randall Plaza Batavia LLC
Kamin Realty Co	MB Keene Monadnock LLC
Karns Real Estate Holdings II, LLC	McAlister Square Partners Ltd
Katy Mills Mall LP	MD-GSI Associate, LLC
KB Columbus I-CC	MDS Realty II, LLC
KC Benjamin Realty LLC	Meacham Business Center LLC
K E - Athens LLC	Meadowbrook Village LP
Kendall-77 Ltd.	Melbourne-JCP Associates Ltd.
Kentucky Oaks Mall	Melville Walton Hone, Trustee Of Hone Family
K-Gam Broadway Way Craycroft LLC	Memorial Square 1031 LLC
Kimco Acadiana 670 Inc.	Meridian Village LLC
Kimco Arbor Lakes S.C., LLC	Metro Center LLC
Kimco Pk LC	Meyerland Plaza (De) LLC
Kimco Realty Corporation	MHW Warner Robins LLC
KIR Amarillo LP	Mibarev Development I LLC
KIR Arboretum Crossing LP	Mid US LLC
KIR Augusta I 044 LLC	Mid-America Asset Management
KIR Piers 716 LLC	Milford Crossing Investors LLC
Kite Coral Springs LLC	Millman 2000 Charitable Trust
Knoxville Levcac LLC	Millstein Industries LLC
KNP Investments	MK Kona Commons LLC
Kobra Properties	Mobile KPT LLC
Kolo Enterprises	Monrovia Marketplace LLC
Kramont Vestal Management LLC	Montclair Plaza LLC
KRG Market Street Village LP	Monte Vista Crossings, LLC
Kroustalis Investment	Montevideo Investments, LLC
Krupp Equity Limited Partnership	Montgomery Towne Center Station, Inc
KSK Scottsdale Mall LP	Morgan Hill Retail Venture LP
L. Mason Capitani Propety & Asset Mgmt. Inc	Morris Bethlehem Associates LP
La Cienega-Sawyer Ltd.	Morrison Crossing Shopping Center
La Frontera Village LP	Mount Berry Square LLC
La Habra Imperial LLC	Mr Keene Mill 1 LLC
Landing at Arbor Place LP, The	Msf Eastgate-I LLC
Landings Management Association	Myrtle Beach Farms Company Inc.
Landman, Deborah, Eli Landman, Zoltan Schwartz & Anna Schwartz	Nap Northpoint LLC
Laredo/MDN II LP	National Retail Properties, LP
Larry J. Rietz, MP, LLC	Nazario Family Partnership
Las Vegas Land and Development Company LLC	Necrossgates Commons Newco, LLC
LB Commercial Mortgage Trust Series 1998 C1	Nevada Investment Holdings, Inc.
LC White Plains Retail LLC	New Plan Excel Realty Trust
Lea Company	New Plan of Memphis Commons, LLC
League City Towne Center Ltd	New River Properties
Leben, Robert L. & Mary C.	NMC Stratford LLC
Lester Development Corporation	North Attleboro Marketplace II LLC
Lexington Corporate Properties Inc.	North Hill Centre, LLC
Lexington Lion Weston I LP	North Plainfield VF LLC
Lincoln Plaza Associates LP	Northcliff Residual Parcel 4 LLC
Lincoln US Properties LP	Northern Trust Bank of California
Linden Business Center Association	Northwoods LP
	Novogroder/Abilene LLC

NP Huntsville LLC
NP I&G Conyers Crossroads LLC
NP/SSP Baybrook LLC
NPP Development LLC
Oak Hollow Mall
Oates, Marvin L.
OLP 6609 Grand LLC
OLP CC Ferguson LLC
OLP CC Florence LLC
OLP CC Antioch LLC
OLP CC Fairview Heights LLC
OLP CC St.Louis LLC
One Liberty Properties
Orangefair Marketplace LLC
Orion Alliance Group LLC
Orland Town Center Shopping Center
OTR
PL Mesa Pavilions LLC
P/A Acadia Pelham Manor LLC
PA 73 South Association
Pace-Brentwood Partners LLC
Pacific Carmel Mountain Holdings LP
Pacific Castle Groves LLC
Pacific Harbor Equities LLC
Pacific/Youngman-Woodland Hills
Paige Exchange Corporation
Palm Springs Mile Associates Ltd.
Palmetto Investors LLC
Pan Am Equities Inc.
Panattoni Development Company LLC
Pappas Gateway LP
Paragon Affiliates
Parkdale Mall Associates LP
Parkdale Village LP
Parker Bullseye LLC
Parker Central Plaza, Ltd.
Parks at Arlington LP
Parkside Realty Associates, LP
Parkway Centre East LLC
Parkway Plaza LLC
Parkway Terrace Properties Inc.
Paskin, Marc
Peikar Muskegon LLC
Plantation Point Development LLC
Plaza at Jordan Landing LLC
Plaza Las Americas, Inc
Plaza Las Palma, LLC
Plazamill LLP
Plymouth Marketplace Condominium Assoc., Inc.
Point West Investors II
Polaris Circuit City LLC
Pond Road Associates
Port Arthur Holdings III Ltd.
Potomac Festival II
Potomac Run LLC
PR Beaver Valley LP
Prattcenter LLC
Preit Services LLC
PRGL Paxton LP
Prince George's Station Retail LLC
Principal Real Estate Holding Company LLC
Priscilla J. Rietz LLC
Promventure LP
Property Management Support Inc.
Provo Group, The
PRU Desert Crossing V LLC
Prudential Insurance Company Of America
Puente Hills Mall LLC
Ramco West Oaks I LLC
Ramco-Gershenson Properties LP
Rancon Realty Fund IV Subsidiary LLC
Ray Mucci's Inc.
Raymond and Main Retail LLC
RB-3 Associates
RD Bloomfield Associates LP

Realty Income Corporation
Rebs Muskegon LLC
Red Mountain Retail Group
Red Rose Commons Condominium Association
Redtree Properties LP
Regency Centers LP
Regency Petaluma LLC
Reiff & Givertz Texas Prop LLC
Remount Road Associates LP
Richland Town Centre LLC
Rimac Equities Corporation
Rio Associates LP
Robinson, Donald
RREEF America REIT II Corporation VVV
RVIP Valley Central LP
Shelby Town Center I LLC
Shelbyville Road Plaza LLC
Sherwood Properties LLC
Shoppes At River Crossing, LLC
Shoppes Of Beavercreek LLC
Short Pump Town Center LLC
Sierra Lakes Marketplace LLC
Sierra North Associates LP
Sigmund Sommer Properties
Signal Hill Gateway LLC
Signco Inc.
Silverdale K-Four
Silverstein, Raymond - Trustee
Simon Debartolo Group LP
Simon Property Group
Simon Property Group Texas LP
Simvest Real Estate II LLC
Sinay Family LLC And Trust
Sir Barton Place, LLC
Site A LLC
SJ Collins Enterprises LLC
Goodman Enterprises, LLC
SM Newco Hattiesburg LLC
Somerville Saginaw LP
Sonnet Investments LLC
South Padre Drive LP
South Shields #1 Ltd.
Southhaven Center II LLC
Southland Acquisitions LLC
Southland Center Investors LLC
Southland Investors LP
Southroads LLC
Southwestern Albuquerque LP
Southwind Ltd.
Sparks Galleria Investors LLC
SPG Arbor Walk LP
SPG Independence Center LLC
SPG Tennessee LP
Spitzer Family Investments LLC
Spring Hill Development Partners GP
St. Indian Ridge LLC
St. Louis Mills LP
St. Cloud Associates
St. Tammany Oaks Subdivision Association LLC
Stapleton North Town LLC
Star Universal LLC
Station Landing, LLC
Stop & Shop Supermarket Company LLC
Stor-All New Orleans LLC
Suemar Realty Inc.
Sullivan Crosby Trust
Sunrise Plantation Properties LLC
Swanblossom Investments LP
Swedesford Shopping Center Acquisition LLC
Sweetwater Associates LP
SWQ 35/Forum Ltd.
T And T Enterprises LP
Taft Corners Associates Inc.
Tam Stockton LLC
Tamarack Village Shopping Center LP

Tanglewood Park LLC
Tanurb Burnsville LP
Target Corporation
Taubman Auburn Hills Associates LP
Taunton Depot LLC
Taylor Retail Center
Teachers Insurance & Annuity Assoc.Of Amer.
Team Retail Westbank Ltd
Ten Pryor Street Building Ltd.
Teplis, Nathan; Dr. Paul Teplis; Mrs. Belle Teplis; & Frank
Terra Enterprises
Terranomics Crossroads Associates
The Cafaro Northwest Partnership
The City Of Portfolio TIC LLC
The Marketplace Of Rochester Hills Parcel B LLC
The Macerich Company
The Shoppes At Schererville LLC
The Shops At Kildeer
The Village At Rivergate LP
THF Chesterfield Two Development LLC
THF Clarksburg Development One
THF Harrisonburg Crossings LLC
THF Onc Development LLC
THF St. Clairsville Parcel C.C. Development LLC
Thoroughbred Village GP
TIS Equities IX LLC
TKG Coffee Tree LP
TMW Weltfonds Rolling Acres Plaza
Torrance Towne Center Associates LLC
Torrington Triplets LLC
Tourbillon Corporation
Tower Center Associates
Town Square Plaza
Towson VF LLC
Traverse Square Company Ltd.
TRC Associates LLC
Triangle Equities Junction LLC
Trout, Jerome B. Jr.
Trout, Segall
Trumbull Shopping Center #2 LLC
Trustees Of Salem Rockingham LLC
TSA Stores, Inc.
TUP 430 Company LLC
Turnberry Lakes Business Center
Turtle Creek Partners LLC
Tutwiler Properties Ltd.
Twin Ponds Development LLC
Tysons 3 LLC
Tysons Corner Holdings LLC
U.K. - American Properties Inc.
U.S. 41 & I-285 Company
Uncommon Ltd.
Urbancal Oakland II LLC
UTC I LLC
Valencia Marketplace I LLC
Valley Corners Shopping Center LLC
Valley View S.C. LLC
Van Ness Post Center LLC
Ventura In Manhattan Inc.
Vestar Arizona XXXI LLC
Vestar QCM LLC
Village Square I L.P.
Village Walk Retail LP
Viwy IP
VNO Mundy Street LLC
VNO Tru Dale Mabry LLC
Vornado Caguas LP
Vornado Finance LLC
Vornado Gun Hill Road LLC
Vornado Realty Trust
W&D - Imperial No. 1/Norwalk
W&S Associates LP
W/S Stratford LLC
Waco Investment Group

Wal-Mart Stores East LP
Walton Hanover Investors V LLC
Walton Whitney Investors V LLC
Washington Green TIC
Washington Place Associates LP
Washington Re Investment Trust
Water Tower Square LP
Watercress Associates LP
Watkins Houston Investments LP
Wayside Commons Investors LLC
WCC Properties LLC
WEA Gateway LLC
Weberstown Mall LLC
WEC 96D Appleton-1 Investment Trust
WEC 96D Niles Investment
WEC 96D Springfield-1 Investment Trust
WEC 97G-Syracuse Investment Trust
WEC 99-3 LLC
WEC 99A-2 LLC
WEC 99A-1 LLC
Weingarten Miller Sheridan LLC
Weingarten Nostat Inc.
Weingarten Realty Investors
Welsh Companies Inc.
Wendover South Associates LP
West Campus Square LP
West Oaks Mall LP
Westfork Owners Association
Westgate Village LLC
Westlake Limited Partnership
Wheaton Plaza Regional Shopping Center
Whitestone Development Partners A LP
Whitestone REIT
Wilmington Trust Company
Windsail Properties LLC
WMI/MPI Business Trust
Woodland Trustees Inc.
Woodlands Corporation, The
Woodmont Sherman LP
Worldwide Property Management Inc.
WRI Overton Plaza LP
WRI Camp Creek Marketplace Ii, LLC
WRI Lakeside Marketplace LLC
WRI Seminole Marketplace LLC
WXIII/PWN Real Estate LP

Sublessees

\$1.00 Stuff Inc.
Academy Alliance LLC
Adams Outdoor Advertising
Advance Auto Parts
American Outdoor Advertising
Arc International Corporation
Autozone Northeast Inc.
Baby Superstore,Inc.
Blockbuster Inc.
Books A Million
Borders Inc.
Carmax Business Services LLC
Casto
CEC Entertainment, Inc.
Chapman & Main
Charlie Brown's Steakhouse
Children's Discovery Centers of America
Circuit Sports LP
Consolidated Stores Corporation
Dan's Big & Tall Shop Inc.
Designs CMAL Retail Store Inc.
DHL Global Business Services
Dick's Sporting Goods Inc.
Dollar General Corporation
Dollar Tree Stores Inc.
Don Sherwood Golf Inc.
Edwin Watts Golf Shop
Empire Education Group

Entertainmart-Preston Rd LLC
Eyecare Discount Optical Inc.
Eynon Furniture Outlet Inc.
Fabri-Centers of America Inc.
Food Lion LLC
Forecast Danbury LP
GE Transportation Systems
Golf Galaxy
Golfsmith International LP
Great Golf Inc.
Guitar Center Stores Inc.
Homans Associates Inc.
Hughes MRO Ltd.
Huntington National Bank
Inkeeper Properties Inc.
International House Of Pancakes
JR Furniture USA Inc.
Joelle Inc.
JP Morgan Chase Bank
K&G Men's Company Inc.
Katz
Lakeshore Equipment Company
La-Z-Boy Showcase Shoppes
Lifeway Christian Resources
Maggiano's/Corner Bakery Holding Corporation
Mall of Decoration Inc.
Martin, Paul T.
Mayland Cam
Modernage Inc.
Mor Furniture For Less
MRV Wanamaker LLC
New Avenues Lease Ownership LLC
New Colorado Daily, Inc.
North South Partner, LLC
O'Charleys, Inc.
OK Apple Inc.
Oklahoma Gold Realty LLC
Oklahoma Goodwill Industries,Inc.
Orthodontic Centers of Virginia Inc.
Peak Place Holdings, LLC
Pork Place
Pot Luck Enterprises Inc.
Price Chopper Operating Company
Prosound Music Centers Inc.
Quantum Fine Casework Inc.
Quarterdeck Corporate Office
Raymund Garza
Remington Seeds LLC
Restoration Ministries
Ruby Tuesday's
Salem Farm Realty Trust
Salom Sons Inc.
Sam Ash Megastores,LLC
Schiavone, Daniel
Sky Bank
Solo Cup Company
Staples, The Office Superstore Inc.
The Auto Toy Store Inc.
The Floor Store Inc.
The Julia Christy Salon Inc.
The Pep Boys
The Sports Authority
The TJX Operating Companies
Tire Kingdom, Inc.
Topline Appliance Depot Inc.
Toys R US Inc.
Trader Joe's Company
Truong, Se and Ly
Tru Properties Inc.
TVI Inc.
Viacom Outdoor
Visionary Retail Management
Waterbed Emporium of California
West Marine Products Inc.
Winchester Fun Expedition Corporation

Wired Management LLC
Workforce Central Florida

Personal Property Lessors
Avaya Financial Services
GE Fleet Services
IBM
Hewlett Packard
Service Power
Toshiba

Banks Utilized in the Company's Cash Management System
American Savings
AmSouth Bancorporation
Banco Popular
Bank of America
CRP Securities, LLC
Chase Bank
CRP Securities
Fifth Third Bank
Fifth Third Securities
JP Morgan Securities Inc
Lehman Brothers
Merrill Lynch Global Institutional Advisory Division
RBC Dain Rauscher
SunTrust
UBS Financial Services, Inc.
Wachovia Bank & Securities
Wells Fargo

Liquidators
Gordon Brothers Retail Partners LLC
Great American Group
Hilco Merchant Resources LLC
Hudson Capital Partners LLC
SB Capital Group LLC
Tiger Capital Group LLC

Litigation Counterparties
Alicea, Ada
Audiobahn
Banker, Michael
Booker, Jamal
Dealtree
DiPirro, Michael
Donnelly, Kenneth
Federal Communications Commission
Foss, Andrew
Harris, William
Holloman, Latia
Ibrahim, Betty
Internal Revenue Service
Iowa AG
JP Morgan Chase
Keystone Automotive Industries
Kobra Properties
Mad Rhino
Maria Moncayo (class action)
Massachusetts Department of Revenue
Mastercard
Micro Electronics
Millennium Retail Partners
Monster Cable
Moxley, Donald
Murphy, Christopher
RealSource
Roberty Gentry (class action)
Securities and Exchange Commission
Snow, Christopher
State of Iowa
Temple, Floyd Edward Jr.
Tennessee Department of Revenue
Unical
Visa

Voegtler, Clayton P.
Weidler, Daniel

Restructuring and Other Professionals

Bingham McCutchen LLP
Ernst & Young
FTI Consulting Inc.
Goldman, Sachs and Company
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
LeClairRyan
McGuireWoods, LLP
Ogilvy Renault LLP
Osler, Hoskin & Hardcourt LLP
Rothschild, Inc.
Schulte Roth & Zabel LLP
Wilmer, Cutler, Pickering Hale, & Dorr LLP

U.S. Trustee's Office - Region 4

Bove, Frank J.
Conlon, Debera F.
Davis, Martha
Early, Dennis J.
Frankel, Jack I.
Franklin, Shannon D.
McDow, W. Clarkson.
Van Arsdale, Robert
Weschler, Cecelia A.
Whitehurst, Kenneth N. III

District Court Judges (Eastern District of Virginia)

Anderson, John F.
Brinkeman, Leonie M.
Buchanan, Theresa C.
Cacheris, James C.
Davis, Ivan D.
Ellis, T.S. III
Hilton, Claude M.
Jones, T. Rawles Jr.
Lee, Gerald Bruce
O'Grady, Liam

**Bankruptcy Court Judges
(Eastern District of Virginia)**

Adams, David H.
Huennekens, Kevin R.
Mayer, Robert
Mitchell, Stephen S.
St. John, Stephen C.
Shelley, Blackwell N.
Tice, Douglas O. Jr.

EXHIBIT B
Retention Agreement

EXHIBIT B

Agreement

**REAL ESTATE CONSULTING AND ADVISORY
SERVICES AGREEMENT**

This Agreement is entered into as of November 19, 2008 (the "Execution Date"), by and between DJM Asset Management, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor"), which have filed voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia (the "Court"), jointly administered under Case No. 08-35653 (KRH) (the "Bankruptcy Case").

Recitals:

A. The Company's business includes the leased and owned locations set forth on **Exhibit "A"** attached hereto and made a part hereof. The leased locations are referred to individually as a "Lease," and collectively as, the "Leases". The owned locations are referred to individually as an "Owned Property" and collectively as the "Owned Properties". The Leases and Owned Properties are sometimes also referred to collectively as the "Properties".

B. The Company desires the Consultant to assist in (i) the renegotiation of terms of certain of the Leases, (ii) the disposition of the Owned Properties and certain of the Leases, (iii) the reduction in claims related to the Leases, (iv) as needed and requested, negotiations with landlords as to extensions of time to assume or reject Leases and (v) as needed and requested, valuations of certain of the Leases. Company seeks to engage the Consultant to provide certain consulting services in connection therewith.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Consulting and Advisory Services. The Consultant shall provide consulting and advisory services with respect to the Owned Properties and the Leases as follows:
 - (i) Meeting with Company to ascertain the Company's goals, objectives and financial parameters;
 - (ii) Negotiating the modification of certain of the Leases, as directed by the Company, to obtain rent reductions or other advantageous modifications;
 - (iii) Negotiating the sale of the Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Company, including preparing and implementing a marketing plan therefore and assisting the Company at any auctions of the Properties, if needed;
 - (iv) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code § 502(b)(6) claims with respect to Leases;

- (v) Negotiating, as requested by the Company, extensions of time to assume or reject Leases beyond the period prescribed in the Bankruptcy Code, as the same may be extended by order of the court;
- (vi) Providing, as requested by the Company, desk-top valuations of certain of the Leases;
- (vii) Assisting the Company in the documentation of proposed transactions; and
- (viii) Reporting periodically to the Company regarding the status of negotiations.

2. Term. Subject to the entry of an order of the Court authorizing the Debtor's entry into this Agreement, the term of this Agreement shall be twelve (12) months from the Execution Date; provided, however, the Company shall have the unilateral right, in its sole discretion, for any reason or no reason, to terminate this Agreement upon not less than thirty (30) days prior written notice at any time after June 8, 2009. In the event the Company exercises its right to terminate this Agreement prior to the date twelve (12) months following the Execution Date, the Company shall nevertheless remain obligated to pay all amounts earned prior to the early termination date and such additional amounts, if any, as may be earned pursuant to paragraph 5 hereof.

3. Compensation. As compensation for its services, the Consultant will receive the following fees.

(a) Lease Modifications. In consideration of Consultant's services in connection with any renegotiation of the monetary terms of any Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in term and reductions or limitations on extra charges, Consultant's fee shall be a percent of Total Occupancy Cost Savings (defined below), calculated as set forth below.

(i) No fee for monetary term Lease modifications shall be payable unless and until either (a) the Net Present Value of Total Occupancy Cost Savings (as defined below) for the first year of the Leases following modification is at least \$30,000,000, as evidenced by Binding Agreements (defined below) or (b) the Net Present Value of Total Occupancy Cost Savings for the first three years of the Leases following modification is at least \$60,000,000, as evidenced by Binding Agreements. At that time Consultant shall earn and be paid a fee of \$700,000 (the "Base Fee"). Consultant shall also earn and be paid fees for additional Total Occupancy Cost Savings based upon the Net Present Value of Total Occupancy Cost Savings, as evidenced by Binding Agreements, as follows:

<u>Net Present Value of First Year Total Occupancy Cost Savings</u>	<u>Fee as a Percent of First Year Total Occupancy Cost Savings</u>
>\$30,000,000 - \$40,000,000	3.0%
>\$40,000,000 - \$50,000,000	4.0%
>\$50,000,000	5.0%

By way of example only, if the Net Present Value of Occupancy Cost Savings for the first year following modification of the Leases is \$45,000,000, then Consultant's fee would be \$1,200,000 (the \$700,000 Base Fee, plus \$10,000,000 x 3%, plus \$5,000,000 x 4%).

In addition to the amounts payable pursuant to the preceding paragraph, with respect to any Leases for which the period of Occupancy Cost Savings is in excess of 12 consecutive months following modification, Consultant shall earn and be paid fees as follows:

- (a) 3.0% of the Net Present Value of Total Occupancy Cost Savings for the second year of the Leases following modification;
- (b) 2.5% of the Net Present Value of Total Occupancy Cost Savings for the third year of the Leases following modification;
- (c) 1.5% of the Net Present Value of Total Occupancy Cost Savings for any period after the expiration of the third year of the Leases following modification (i.e., the period beginning on the 37th month after the effective date of a modification).

Further, in the event that the Consultant earns the Base Fee on or before January 9, 2009, Consultant's fee rates as set forth above shall be increased by 0.25% as applied to all Total Occupancy Cost Savings evidenced by a Binding Agreement signed on or before January 9, 2009.

This payment structure assumes that Consultant will negotiate the terms of approximately 550 Leases. In the event that, within 30 days from the Execution Date, the number of Leases is reduced below that number, then the above dollar thresholds, including the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee, shall be reduced pro-rata based on the number of Leases less than 550. In addition, if neither the Debtor nor the Consultant is able to identify landlord contact information for more than ten percent (10%) of the Leases intended to be negotiated, the dollar thresholds shall be reduced by five percent (5%). If Consultant's efforts result in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then the Occupancy Cost Savings related to each such Lease, for purposes of the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee only, shall be counted as part of Total Occupancy Cost Savings.

As to each Lease for which Consultant's efforts resulted in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then Consultant shall earn and be paid a minimum fee in the amount of 25% of the fee it would have earned, as calculated above, if such Lease had been assumed; provided, however, that (i) in no event shall such minimum fees, in the aggregate, exceed \$700,000 and (ii) the payment of any such

minimum fee may be offset against a fee payable to the Consultant pursuant to subsection (b) below and related to the disposition of the applicable Lease.

For purposes of this Agreement, the following terms shall have the meanings provided for herein:

“Binding Agreement” means a signed letter or other agreement intended to be binding or the execution of a form Lease modification agreement by both Debtor and a landlord.

“Net Present Value of Total Occupancy Cost Savings” means Total Occupancy Cost Savings, discounted to present value using a 6% per annum discount rate.

“Occupancy Cost” means the sum of base rent, percentage rent, CAM, taxes, insurance and other charges payable by the Debtor under a particular Lease. In the case of percentage rent, such rent will be calculated using sales figures for the 12 months ended October 31, 2008 (equitably adjusted if less than 12 months of sales figures are available), and CAM, taxes, insurance and other charges will be calculated using the last available full year charge for each item.

“Occupancy Cost Savings” means the difference between the original Occupancy Cost and the renegotiated Occupancy Cost for the period from the effective date of the modification through the end of the term of the lease modifications or the relevant period. In the case of Lease term extensions, Occupancy Cost Savings shall be calculated for the term of the Lease extension as the difference between the Occupancy Cost as in effect for the period immediately prior to the term extension and the renegotiated Occupancy Cost. If a Lease modification involves changing base rent to percentage rent only, Occupancy Cost Savings will be determined using the sales figures for the 12 months ended October 31, 2008 (equitably adjusted or estimated if less than 12 months of sales figures are available). For purposes of calculating Consultant’s consulting fee hereunder, the Company and Consultant also agree that Occupancy Cost Savings will also include any Occupancy Cost amounts agreed to be paid on behalf of the Company by any Lease guarantor or other third party.

“Total Occupancy Cost Savings” means the sum of Occupancy Cost Savings for all Leases.

(ii) For renegotiating a non-monetary provision of a Lease, including but not limited to Debtor’s unilateral right to early termination of a Lease and the elimination of continuous operation provisions, Consultant’s fee shall be an amount equal to twenty-five cents (\$0.25) per square foot of “rentable area” for the applicable Lease. For purposes of this Agreement, “rentable area” shall be deemed to be the area on which the Company pays base rent pursuant to the applicable Lease.

(iii) In addition to the fees set forth in Subsections 3(a)(i) and (ii) above, if any Lease renegotiation results in the payment of consideration to Debtor for executing the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating Consultant’s fee under Section 3(a)(i) above.

(b) Dispositions: For each closing of a transaction in which any Lease is sold, assigned, subleased or otherwise transferred to a third party (including lease termination

transactions with landlords and the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Company), the Consultant shall earn a fee in an amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. For each closing of a transaction in which any Owned Property is sold, specifically excluding the sale of all or substantially all of the equity or assets of the Company, the Consultant shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale. In connection with the sale of a Lease, except for subleases, the term "Gross Proceeds" hereunder means the total amount of consideration paid or payable (including any cure amounts paid or waived) by the purchaser, assignee, designation rights purchaser, landlord or other transferee. For subleases "Gross Proceeds" means the net present value, using a 7.0% discount factor, of the expected sublease income (including rent, CAM, taxes and other charges) payable by the subtenant. In the case of sales of Owned Property, Gross Proceeds shall mean the total consideration paid by any purchaser less transfer taxes and fees payable in connection with any such sale.

(c) Reduction in Bankruptcy Claims: (i) For any Lease assumed and assigned by the Debtor, if, as a result of negotiations led by the Consultant with a landlord, the amount required to be paid to the landlord to cure defaults existing at the time of assumption is reduced below the cure amount that the Debtor reasonably acknowledges is owing, the Consultant will receive a fee for the waiver or reduction of the cure amount in an amount equal to three and three quarters (3.75 %) percent of the total amount so reduced or waived; provided, however, it is expressly agreed that any agreement which reduces or eliminates the Debtor's obligation to establish the "Financial Transaction Escrow" or "Security Deposit" described in the Lease covering the Property located at 1965 Broadway, New York, NY, shall not be considered a reduction in a cure amount for which the Consultant is entitled to compensation under this Agreement. (ii) For any Lease rejected by the Debtor, if as a result of negotiations led by the Consultant with a landlord, such landlord agrees to reduce or waive the claim it could reasonably assert under Bankruptcy Code § 502(b) (6) or otherwise, the Consultant will receive a fee in an amount equal to three and three quarters (3.75 %) percent of the savings of any distribution on account of such claim(s) that otherwise would have been payable to the landlord in the Debtor's bankruptcy case.

(d) Extensions of Time to Assume/Reject Leases: If the Company requests that the Consultant negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Company's Bankruptcy Case, then Consultant shall be paid for such work at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

(e) Valuations: For each Lease for which the Company requests a desk-top leasehold valuation, Consultant shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Company against any additional fees owed to Consultant hereunder for the applicable Lease.

(f) Timing of Payments: Subject to Bankruptcy Court approval, Consultant's Base Fee provided for in Subsection 3(a) above shall be payable as set forth therein. Consultant's additional fees provided for in Subsection 3(a) above shall be payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtor begins to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with

the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective. Consultant's fee provided for in Subsection 3(b) above shall be earned and become payable to the Consultant upon the closing of any transaction referenced in Subsection 3(b). Consultant's fee provided for in Subsection 3(c) above shall be payable on the earlier to occur of the date that (x) the Debtor's plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) the later of (a) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable and (b) the date the landlord agrees to reduce the amount required to be paid to the landlord to cure defaults existing at the time of assumption below the cure amount that the Debtor reasonably acknowledges is owing. Consultant's fee provided for in Subsection 3(d) above shall be payable upon the delivery to Company of a landlord-executed extension of time to assume/reject a Lease. Consultant's fee provided for in Subsection 3(e) above shall be payable upon the delivery and approval of each properly completed valuation to the Company.

(g) Consultant will be compensated for additional consulting services that are not otherwise provided for in this Agreement, rendered at Debtor's specific request and agreed to by Consultant, at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

4. Costs and Expenses. The Consultant shall not be responsible for any transactional costs and/or legal expenses incurred by the Debtor in connection with the retention of the Consultant and its involvement with the Properties. The Debtor shall reimburse Consultant for its reasonably incurred out-of-pocket expenses and travel expenses, provided that the Debtor has pre-approved such expenses and further provided that such reimbursement shall not exceed, in the aggregate, \$25,000.

5. Survival. Except in the event that the Consultant terminates this Agreement without cause or the Debtor terminates this Agreement for cause, in the event the Debtor, or its successors or assigns, enters into a transaction during the term of this Agreement, the result of which would entitle the Consultant to a fee pursuant to Section 3 of this Agreement, then regardless of who may be the purchaser, assignee, or successful bidder, the Consultant shall be entitled to its fee pursuant to the terms of this Agreement upon the later to occur of (i) consummation of the transaction and (ii) Court approval of the transaction. In the event the Consultant has had, and has documented, negotiations with a third party or landlord prior to the termination of this Agreement and a transaction(s) covered by this Agreement closes within 180 days after the expiration of this Agreement, whether such transaction is closed by the Debtor or its successors or assigns, the Consultant shall be entitled to a fee in accordance with the terms of this Agreement; provided, however, that the Consultant must provide a written list of the third parties with whom it had documented communication and negotiations within ten business days after termination of this Agreement. If, prior to the expiration or termination of this Agreement, the Debtor enters into an agreement with a third party which provides for a Lease renegotiation, disposition, extension or claim reduction and such transaction closes, Consultant shall be entitled to payment in accordance with the terms of this Agreement regardless of the closing date.

6. The Consultant and Company Covenants.

(a) In consideration of this Agreement, the Consultant agrees to utilize reasonable efforts and diligence to achieve the purpose of this Agreement.

(b) The Company shall use commercially reasonable, good faith efforts to make available to the Consultant all information concerning the Properties necessary for the performance of the Consultant's obligations hereunder, including landlord contact information, copies of Leases, Lease abstracts and a list of current rent, taxes and other Lease charges and such other information as Consultant reasonably requests and which may be in Company's possession or control. All information provided by the Company shall, to the actual knowledge of the Company, be materially accurate and complete at the time it is furnished and the Company shall use commercially reasonable and good faith efforts to advise the Consultant promptly after it becomes aware of any inaccuracy or incompleteness in any information previously provided.

(c) Following execution of this Agreement, the Debtor shall promptly apply to the Court for an order, in a form reasonably acceptable to Consultant, authorizing the Debtor to retain the Consultant in accordance with this Agreement.

(d) To the extent necessary, the Debtor shall use its commercially reasonable best efforts to make provision in the final DIP order to be entered in its Bankruptcy Case that, as provided in the Senior Secured, Super Priority Debtor-In-Possession Credit Agreement, Consultant's fees payable pursuant to this agreement shall be included in the carve-out for professional fees included in that final DIP order.

7. Successors and Assigns. This Agreement shall be binding upon the Company or any successor or assignee including but not limited to a Chapter 11 or 7 trustee, examiner or liquidator.

8. Exclusive. The Consultant is the Debtor's sole and exclusive real estate agent for purposes of the services described in Paragraph 1 of this Agreement. All relevant inquiries regarding the Properties made to the Company, its representatives or related parties to the Company shall be directed to the Consultant; provided, however, the foregoing shall not be construed to preclude the Company's attorneys from negotiating matters related to the Leases as the Company deems appropriate and the Consultant shall not be entitled to compensation as a result of negotiations by the Company's attorneys unless (a) such negotiations result in a Binding Agreement with regard to future rent reductions for which the Consultant would have earned a fee under Subsection 3(a) of this Agreement had such negotiations been handled by the Consultant, or (b) such negotiations result in a binding agreement and closing of a disposition as a result of which Consultant would have earned a fee under Subsection 3(b) if such negotiations had been handled by Consultant. The Company acknowledges that the Consultant or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. The Consultant acknowledges that the Properties do not include all of the real property owned or leased by the Company and the Consultant is being engaged to provide services only with regard to the Properties identified herein. Without limiting the foregoing, it is understood that the Company's headquarters buildings and adjacent leased land in Richmond, Virginia are not Properties for purposes of this Agreement.

9. Indemnification. Subject to Bankruptcy Court approval, the Debtor and its estate shall indemnify and hold the Consultant and its affiliates and their respective officers, directors, employees, agents and independent contractors, harmless from and against all claims, demands, penalties, losses, liabilities or damages, including without limitation, reasonable attorney's fees

and expenses, directly or indirectly asserted against, resulting from, or related to the Consultant's services provided hereunder, unless such claims, etc. arise as a result of the Consultant's gross negligence or willful misconduct.

10. General Provisions.

(a) This Agreement is subject to and contingent upon the entry of an order, in a form reasonably acceptable to Consultant, authorizing the Debtor's entry into this Agreement, which the Debtor agrees to use its commercially reasonable best efforts to obtain. The Debtor will provide the Consultant with a copy of the pleadings requesting retention of the Consultant prior to submission to the Court and advise the Consultant of any objection or hearings pertaining to the Consultant's retention. The Consultant shall provide the Debtor with any and all information and documentation reasonably necessary for its retention by the Debtor.

(b) The Company and the Consultant shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

(c) The Company recognizes and acknowledges that the services to be provided by the Consultant pursuant to this Agreement are, in general, transactional in nature, and, except as may be required pursuant to Sections 3(d), 3(e) and 3(g), the Consultant will not be billing the Company by the hour or maintaining time records. Unless otherwise ordered by the Bankruptcy Court, it is agreed that the Consultant is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Unless otherwise ordered by the Bankruptcy Court, Consultant shall not be required to file any interim or final fee applications with the Court.

(d) Any correspondence or required notice shall be addressed as follows:

IF TO THE COMPANY:

Circuit City Stores, Inc.
9950 Mayland Drive,
Richmond, VA 23233
Attention: Chris Crowe, Director of Real Estate

And

Circuit City Stores, Inc.
9950 Mayland Drive,
Richmond, VA 23233
Attention: General Counsel

IF TO THE CONSULTANT:

DJM Asset Management, LLC
445 Broad Hollow Road, Suite 225
Melville, NY 11747
Attn: Andrew Graiser, Co-President
Tel: 631-752-1100 x229
Fax: 631-752-1231
Email: agraiser@djmasset.com

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
Wilmington, DE 19899
Attention: Gregg M. Galardi, Esq.

- (e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- (f) By executing or otherwise accepting this Agreement, the Company and the Consultant acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- (g) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- (h) Any and all issues, disputes, claims or causes of action which relate or pertain to, or result or arise from this agreement or the Consultant's services hereunder, shall be subject to the exclusive jurisdiction of the Court.
- (i) Other than the Debtor's affiliated debtors and debtors in possession, this Agreement creates no third-party beneficiaries.
- (j) All of the terms and conditions of each and every proposed sale, termination or other disposition of a Property, modification of a Lease or other agreement proposed by Consultant shall be subject to approval by Company, which approval may be withheld in Company's sole discretion.

11. Disclosures. Consultant discloses that:

(i) An affiliate of Consultant, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Company's agent to conduct store closing sales at 154 Company store locations. GBRP may consider future transaction opportunities relating to the Company, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Company, and

(ii) An affiliate of Consultant, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to the Company's pre-petition senior loan facility to provide certain inventory appraisal services relating to the Company. Such work is completed and GBAA is not a creditor of the Company. Furthermore, GBAA has been asked by the agent for the Company's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to the Company, and GBAA may also consider other future transactions opportunities relating to the Company.

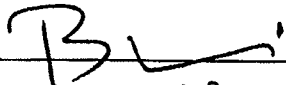
The Consultant agrees to make such other disclosures as may be required by the Bankruptcy Code, the Bankruptcy and Local Rules and orders of the Bankruptcy Court.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.

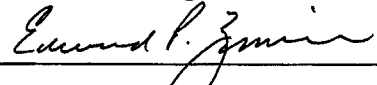

By: Bruce H. Besanko

Title: Executive Vice President &
Chief Financial Officer
Dated: December 10, 2008



Accepted and Agreed to:

DJM Asset Management, LLC


By: Edward P. Zimmer

Title: SR. MANAGING DIRECTOR
Dated: December 11, 2008

EXHIBIT A
PROPERTIES

See Attached 17 Pages

Closing Stores

Store #	LEASED (L) OR OWNED (O)	ADDRESS	CITY	STATE
235	L	2030 DIAMOND BOULEVARD	CONCORD	CA
236	L	7153 AMADOR PLAZA ROAD	DUBLIN	CA
238	L	330 BELLAM BOULEVARD	SAN RAFAEL	CA
413	L	3761 STATE STREET	SANTA BARBARA	CA
422	L	120 EAST COMPTON BOULEVARD	COMPTON	CA
426	L	10255 MAGNOLIA AVENUE	RIVERSIDE	CA
435	L	9801 N. METRO PARKWAY EAST	PHOENIX	AZ
436	L	1530 W SOUTHERN AVE. #210	MESA	AZ
437	L	8929 EAST INDIAN BEND ROAD	SCOTTSDALE	AZ
441	L	10140 WEST MCDOWELL ROAD	AVONDALE	AZ
449	L	1138 WEST VALLEY PARKWAY	ESCONDIDO	CA
520	L	4805 OUTER LOOP	LOUISVILLE	KY
534	L	3344 PERSHALL ROAD	FERGUSON	MO
540	L	7553 BELLAIRE BOULEVARD	HOUSTON	TX
712	L	PARKWAY	KENNESAW	GA
803	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
803A	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
821	L	11011 BALTIMORE AVENUE	BELTSVILLE	MD
825	L	3551 32ND AVENUE	MARLOW HEIGHTS	MD
829	L	3555 ROOSEVELT BOULEVARD	TRUSSVILLE	AL
834	L	1100	ATLANTA	GA
841	L	2434 NICHOLASVILLE ROAD	LEXINGTON	KY
847	O	8823 PULASKI HIGHWAY	BALTIMORE	MD
853	L	6491 WINCHESTER ROAD	MEMPHIS	TN
880	L	2971 AKERS MILL ROAD SE	ATLANTA	GA
884	L	1906 MT. ZION ROAD	MORROW	GA
886	L	3637 PEACHTREE ROAD	ATLANTA	GA
893	L	6155 YOUNGERMAN CIRCLE	JACKSONVILLE	FL
920	L	5221 HICKORY HOLLOW PKWY.	ANTIOCH	TN
1604	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1604A	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1611	L	3310 SOUTH 31ST STREET	TEMPLE	TX
1615	L	4110 ATLANTA HIGHWAY	BOGART	GA
1628	L	3275 R STREET	MERCED	CA
1629	L	1535 SOUTH BRADLEY ROAD	SANTA MARIA	CA
1697	L	232-240 EAST 86TH STREET	NEW YORK	NY
1806	L	1120 MAIN STREET	CUYAHOGA FALLS	OH
1809	L	1650 EAST SHERMAN BOULEVARD	MUSKEGON	MI
1811	L	8173 WEST BROWN DEER ROAD	MILWAUKEE	WI
1813	L	4030 WEST BROAD STREET	COLUMBUS	OH
1814	L	STREET	INDIANAPOLIS	IN
1816	L	130 BOSTON POST ROAD	ORANGE	CT
1818	L	101	BLOOMINGDALE	IL

Closing Stores

Store #	LEASED (L) OR OWNED	ADDRESS	CITY	STATE
1880	L	550 NORTH TELEGRAPH ROAD	PONTIAC	MI
1882	L	SOUTH	FEDERAL WAY	WA
3107	L	6290 NORTH POINT PARKWAY	ALPHARETTA	GA
3118	L	5701 TOUHY AVENUE	NILES	IL
3122	L	1747 EAST-WEST ROAD	CALUMET CITY	IL
3123	L	3150 TONTI DRIVE	JOLIET	IL
3124	L	551 NORTH MILWAUKEE AVENUE	VERNON HILLS	IL
3165	L	5455 GLENWAY AVENUE	CINCINNATI	OH
3171	L	4483 US ROUTE 14	CRYSTAL LAKE	IL
3172	L	10690 DAVIDSON PLACE	MANASSAS	VA
3181	L	7900 PLAZA BOULEVARD, #100	MENTOR	OH
3182	L	110 MARKET DRIVE	ELYRIA	OH
3201	L	3670 EISENHOWER PARKWAY	MACON	GA
3208	L	8440 NORTH MADISON AVENUE	KANSAS CITY	MO
3210	L	18701 EAST 39TH STREET	INDEPENDENCE	MO
3220	L	3850 VENTURE DRIVE	DULUTH	GA
3222	L	1165 PERIMETER CENTER WEST	ATLANTA	GA
3228	L	SUITE D	CHARLOTTE	NC
3240	L	744 EAST JOYCE BLVD	FAYETTEVILLE	AR
3243	L	3834 MARKET CENTER DRIVE	TUPELO	MS
3268	L	751 GOOD HOMES ROAD	ORLANDO	FL
3280	L	704 SOUTH QUINTARD AVENUE	ANNISTON	AL
3297	L	SUITE H	SNELLVILLE	GA
3298	L	427 EAST 23RD STREET	PANAMA CITY	FL
3299	L	12020 METCALF AVENUE	OVERLAND PARK	KS
3301	L	1600 S. AZUSA AVENUE	CITY OF INDUSTRY	CA
3303	L	600 WEST HILLCREST DRIVE	THOUSAND OAKS	CA
3312	L	2735 SOUTH TOWNE AVENUE	POMONA	CA
3330	L	BOULEVARD	CHANDLER	AZ
3337	L	1515 SOUTH POWER ROAD	MESA	AZ
3341	L	7000 EAST MAYO BOULEVARD	PHOENIX	AZ
3357	L	1620 24TH AVENUE NW	NORMAN	OK
3362	L	7645 WEST BELL ROAD	PEORIA	AZ
3374	L	4100 KLOSE DRIVE	RICHMOND	CA
3380	L	BOULEVARD	COLORADO SPRINGS	CO
3394	L	24390 VILLAGE WALK PLACE	MURRIETA	CA
3402	L	BOULEVARD	PITTSBURG	CA
3406	L	9365 A THE LANDING DRIVE	DOUGLASVILLE	GA
3411	L	3295 BUFORD DRIVE, SUITE 100	BUFORD	GA
3416	L	1540 DOGWOOD DRIVE SE	CONYERS	GA
3421	L	1098 BULLSBORO DRIVE (HWY. 34)	NEWNAN	GA
3423	L	6560 20TH STREET	VERO BEACH	FL
3426	O	1670 EAST CAMELBACK ROAD	PHOENIX	AZ

Closing Stores

Store #	LEASED (L) OR OWNED (O)	ADDRESS	CITY	STATE
3501	L	10400 N. CENTRAL EXPRESSWAY	DALLAS	TX
3506	L	4945 LAPALCO BLVD.	MARRERO	LA
3507	L	2421 VETERANS MEMORIAL BLVD.	KENNER	LA
3511	L	8640 AIRLINE HIGHWAY	BATON ROUGE	LA
3551	L	BOULEVARD	GARFIELD HEIGHTS	OH
3552	L	61119 AIRPORT ROAD	SLIDELL	LA
3558	L	2501 WEST HAPPY VALLEY ROAD	PHOENIX	AZ
3575	L	7349 NORTHCLIFF AVENUE	BROOKLYN	OH
3580	L	2817 SOUTH MARKET STREET	GILBERT	AZ
3598	L	100	ACWORTH	GA
3604	L	5600 MERCURY DRIVE	DEARBORN	MI
3637	L	4612 BALDWIN ROAD	AUBURN HILLS	MI
3661	L	1675 B SUNRISE HIGHWAY	BAY SHORE	NY
3671	L	4345 HIGHWAY 9	FREEHOLD	NJ
3678	L	139 ALEXANDER AVENUE	LAKE GROVE	NY
3681	L	5500 SUNRISE HIGHWAY	MASSAPEQUA	NY
3683	L	2731 PALISADES CENTER DRIVE	WEST NYACK	NY
3685	L	7001 SUNRISE HIGHWAY	HOLBROOK	NY
3704	L	3430 JAMES-SANDERS BLVD.	PADUCAH	KY
3712	L	2190 W. 4TH STREET	MANSFIELD	OH
3714	L	AVENUE	LIVINGSTON	NJ
3722	L	1511 BOARDMAN ROAD	JACKSON	MI
3728	L	SOUTH	LAFAYETTE	IN
3749	L	6397 PATS RANCH ROAD	MIRA LOMA	CA
3758	L	1980 WEST FABYAN PARKWAY	BATAVIA	IL
3760	L	15433 WEST MCDOWELL ROAD	GOODYEAR	AZ
3763	L	125 DISC DRIVE	SPARKS	NV
3766	L	1731 EAST BAYSHORE ROAD	PALO ALTO	CA
3778	L	1770-1778 GUN HILL ROAD	BRONX	NY
3784	L	1405 SOM CENTER RD	MAYFIELD HEIGHTS	OH
3790	L	111 SOUTH WEBER ROAD	BOLINGBROOK	IL
3794	L	1030 W. NORTH AVENUE	CHICAGO	IL
3795	L	E	KILDEER	IL
3802	L	1290 EAST IRELAND ROAD	SOUTH BEND	IN
3808	L	4127 HIGHWAY 75 NORTH	SHERMAN	TX
3809	L	DRIVE	MANSFIELD	TX
3818	L	1881 HILLIARD ROME ROAD	COLUMBUS	OH
3823	L	1037 CROSSINGS BLVD	SPRING HILL	TN
3829	L	12010 WEST 95TH STREET	LENEXA	KS
3860	L	2636 SOUTH ADAMS ROAD	ROCHESTER HILLS	MI
4109	L	1500 GREENTREE BOULEVARD	CLARKSVILLE	IN
4126	L	9950 JOLIET ROAD	COUNTRYSIDE	IL
4195	L	100 WEST HIGGINGS ROAD	SOUTH BARRINGTON	IL

Closing Stores

LEASED (L) OR OWNED				
Store #	(O)	ADDRESS	CITY	STATE
4200	L	2425 APALACHEE PARKWAY	TALLAHASSEE	FL
4211	L	2169 TELEGRAPH ROAD	BLOOMFIELD	MI
4224	L	8260 NORTH DITZLER AVENUE	KANSAS CITY	MO
4228	L	27610 EUCALYPTUS AVENUE	MORENO VALLEY	CA
4229	L	1007 COCHRAN ROAD	MORGAN HILL	CA
4230	L	16685 SIERRA LAKES PARKWAY	FONTANA	CA
4234	L	370 EAST RAND ROAD	ARLINGTON HEIGHTS	IL
4240	L	10602 MELODY DRIVE EAST	NORTHGLENN	CO
4243	L	26542 TOWNE CENTRE DRIVE	FOOTHILL RANCH	CA
4245	L	9851 S. PARKER ROAD	PARKER	CO
4248	L	2050 WEST UNIVERSITY DRIVE	MCKINNEY	TX
4252	L	320 PEACHTREE PARKWAY	CUMMING	GA
4257	L	10217 EAST SHELBY DRIVE	COLLIERVILLE	TN
4268	L	1720 DOUGLAS ROAD	OSWEGO	IL
4273	L	13585 TAMiami TRAIL NORTH	NAPLES	FL
4278	L	9625 CROSSHILL BOULEVARD	JACKSONVILLE	FL
4279	L	4749 JIMMY LEE SMITH PARKWAY	HIRAM	GA
4300	L	43706 CHRISTY STREET	FREMONT	CA
4301	L	1715 HACIENDA DRIVE	VISTA	CA
4303	L	1560 GATEWAY BOULEVARD	FAIRFIELD	CA
4310	L	BOULEVARD, SUITE G	CEDAR PARK	TX
4312	L	3270 S. GULF FREEWAY	LEAGUE CITY	TX
4314	L	21002 SOUTH ELLSWORTH LOOP	QUEEN CREEK	AZ
4319	L	2951 WATSON BOULEVARD	WARNER ROBINS	GA
4323	L	1600 FLATBUSH AVENUE	BROOKLYN	NY
4324	L	4178 BUCKEYE PARKWAY	GROVE CITY	OH
4338	L	12640 SOUTH FREEWAY	BURLESON	TX
4501	L	3625 NORTH WEST EXPRESSWAY	OKLAHOMA CITY	OK

157

Rent Reduction Stores

230	5353 ALMADEN EXPRESSWAY	SAN JOSE	CA
232	1880 SOUTH GRANT STREET	SAN MATEO	CA
233	111 EAST EL CAMINO REAL	SUNNYVALE	CA
234	2480 WHIPPLE ROAD	HAYWARD	CA
237	2805 SANTA ROSE AVENUE	SANTA ROSA	CA
239	3401 DALE ROAD	MODESTO	CA
240	5795 CHRISTIE AVENUE	EMERYVILLE	CA
241	4994 CLAREMONT AVENUE	STOCKTON	CA
242	1200 VAN NESS AVENUE	SAN FRANCISCO	CA
250	8211 LAGUNA BOULEVARD	ELK GROVE	CA
251	7980 ARCADIA BOULEVARD	CITRUS HEIGHTS	CA
252	2121 ARDEN WAY	SACRAMENTO	CA
253	303 GELLERT BOULEVARD	DALY CITY	CA
270	3778 SOUTH MARYLAND PARKWAY	LAS VEGAS	NV
271	4811 KIETZKE LANE	RENO	NV
272	5055 SAHARA AVENUE	LAS VEGAS	NV
401	4400 WEST SUNSET BOULEVARD	LOS ANGELES	CA
403	1251 FOURTH STREET	SANTA MONICA	CA
404	14600 OCEAN GATE AVENUE	HAWTHORNE	CA
405	8371 LA PALMA AVENUE	BUENA PARK	CA
406	39 NORTH ROSEMEAD BOULEVARD	PASADENA	CA
407	1407 WEST CHAPMAN AVENUE	ORANGE	CA
408	4950 FACULTY ROAD	LAKEWOOD	CA
409	555 EAST HOSPITALITY DRIVE	SAN BERNARDINO	CA
410	19330 PLUMMER STREET	NORTHRIDGE	CA
411	39331 10TH STREET WEST	LANCASTER	CA
414	24001 EL TORO ROAD	LAGUNA HILLS	CA
416	7881 EDINGER AVENUE, SUITE A-150	HUNTINGTON BEACH	CA
417	5150 PLAZA LANE	MONTCLAIR	CA
419	21470 W. VICTORY BLVD.	WOODLAND HILLS	CA
420	2851 EASTLAND CENTER DRIVE	WEST COVINA	CA
421	13630 VICTORY BOULEVARD	VAN NUYS	CA
423	5355 NORTH BLACKSTONE AVENUE	FRESNO	CA
424	4230 CALIFORNIA AVENUE	BAKERSFIELD	CA
425	2415 VIA CAMPO AVENUE	MONTEBELLO	CA
427	11758 FIRESTONE BOULEVARD	NORWALK	CA
428	1839 SOUTH LA CIENEGA BOULEVARD	LOS ANGELES	CA
429	421 WEST ESPLANADE DRIVE	OXNARD	CA
432	1608 SWEETWATER ROAD	NATIONAL CITY	CA
433	8820 GROSSMONT BLVD.	LA MESA	CA
434	3331 ROSECRANS AVENUE	SAN DIEGO	CA
443	3998 CLAIREMONT MESA BOULEVARD	SAN DIEGO	CA
446	25415 CRENSHAW BOULEVARD	TORRANCE	CA
450	12133 MALL BOULEVARD	VICTORVILLE	CA
505	55 LUDWIG DRIVE	FAIRVIEW HEIGHTS	IL

Rent Reduction Stores

506	5610 SUEMANDY ROAD	ST. PETERS	MO
508	3888 IRVING MALL	IRVING	TX
509	5301 BELT LINE BOULEVARD, SUITE 11	DALLAS	TX
516	3321 ALAMO AVENUE	CINCINNATI	OH
518	11810 PINES BOULEVARD	PEMBROKE PINES	FL
519	4215 BLACK HORSE PIKE	MAYS LANDING	NJ
522	10136 TWO NOTCH ROAD	COLUMBIA	SC
530	6926 SOUTH LINDBERGH BOULEVARD	ST. LOUIS	MO
532	28 THF BOULEVARD	CHESTERFIELD	MO
533	4785 PARK 370 BOULEVARD	HAZELWOOD	MO
535	691 GRAVOIS BLUFF BOULEVARD	FENTON	MO
538	10025 ALMEDA GENOA ROAD	HOUSTON	TX
541	2680 SOUTH HIGHWAY 6	HOUSTON	TX
542	17727 TOMBALL PARKWAY	HOUSTON	TX
543	3300 N. CENTRAL EXPRESSWAY	PLANO	TX
544	3865 SOUTH COOPER STREET	ARLINGTON	TX
545	4820 SOUTHWEST LOOP, 820B	FT. WORTH	TX
546	3733 EMPORIUM CIRCLE	MESQUITE	TX
569	731 NORTH HIGHWAY 67	CEDAR HILL	TX
570	8108 G ABERCORN STREET	SAVANNAH	GA
571	10277 EAST ADAMO DRIVE	TAMPA	FL
576	1101 WOODLAND AVENUE	WYOMISSING	PA
589	2201 US HIGHWAY 70 SE	HICKORY	NC
593	4107 PORTSMOUTH BOULEVARD, SUITE 118	CHESAPEAKE	VA
597	10515 NORTH MOPAC EXPRESSWAY	AUSTIN	TX
598	5400 BRODIE LANE	SUNSET VALLEY	TX
700	7207 BUSTLETON AVENUE	PHILADELPHIA	PA
704	3000 FESTIVAL WAY	WALDORF	MD
711	400 WEST SWEDES FORD ROAD	BERWYN	PA
725	400 SOUTH STATE ROAD	SPRINGFIELD	PA
734	1450 NIXON DRIVE	MT. LAUREL	NJ
743	2510 WEST MORELAND ROAD	WILLOW GROVE	PA
759	400 MALL ROAD	BARBOURSVILLE	WV
762	39 RHL BOULEVARD	CHARLESTON	WV
766	2500 INTERNATIONAL SPEEDWAY BLVD.	DAYTONA BEACH	FL
784	11160 VIERS MILL ROAD	WHEATON	MD
785	150-A JENNIFER ROAD	ANNAPOLIS	MD
800	239 ROBERT C. DANIEL JR. PARKWAY	AUGUSTA	GA
802	6640 LOISDALE ROAD	SPRINGFIELD	VA
805	1321 HUGUENOT ROAD	MIDLOTHIAN	VA
814	14500 POTOMAC MILLS ROAD	WOODBIDGE	VA
815	151 NORTH PETERS ROAD	KNOXVILLE	TN
817	110 S. INDEPENDENCE BOULEVARD	VIRGINIA BEACH	VA
820	4217 E. WEST WENDOVER AVENUE	GREENSBORO	NC
823	1508-B W. O. EZELL BOULEVARD	SPARTANBURG	SC

Rent Reduction Stores

			STATE
824	1020 SHOPPERS WAY	LARGO	MD
827	4351 CREEKSIDE AVENUE	HOOVER	AL
828	18061 HIGHWOODS PRESERVE	TAMPA	FL
830	910 HAYNES MALL BOULEVARD	WINSTON-SALEM	NC
831	2651 EAST FRANKLIN BOULEVARD	GASTONIA	NC
832	6121 NORTH DAVIS HIGHWAY	PENSACOLA	FL
835	1900 VALLEY VIEW BOULEVARD NW	ROANOKE	VA
836	78 MOUNTAIN ROAD	GLEN BURNIE	MD
837	7915 SOUTH ORANGE BLOSSOM TRAIL	ORLANDO	FL
838	2728 EAST COLONIAL DRIVE	ORLANDO	FL
839	1140 EAST ALTAMONTE DRIVE	ALTAMONTE SPRINGS	FL
840	4601 CREEDMOOR ROAD	RALEIGH	NC
843	2088 GALLATIN PIKE NORTH	MADISON	TN
845	2109 MATTHEWS TOWNSHIP PARKWAY	MATTHEWS	NC
846	602-A QUINCE ORCHARD ROAD	GAITHERSBURG	MD
848	1700 NORTH FEDERAL HIGHWAY	FT. LAUDERDALE	FL
849	7700 NORTH KENDALL DRIVE, #400	MIAMI	FL
850	3400 WESTGATE DRIVE	DURHAM	NC
851	2204 HAMILTON PLACE BLVD.	CHATTANOOGA	TN
852	5075 MORGANTON ROAD, SUITE 160	FAYETTEVILLE	NC
854	6026 BALTIMORE NATIONAL PIKE	CATONSVILLE	MD
855	5900 UNIVERSITY DRIVE	HUNTSVILLE	AL
856	3725 AIRPORT BOULEVARD	MOBILE	AL
857	1702 NORTH DALE MABRY HIGHWAY	TAMPA	FL
859	20669 BISCAYNE BLVD., NE	MIAMI	FL
861	400 WEST 49TH STREET	HIALEAH	FL
862	1901 OKEECHOBEE BOULEVARD	WEST PALM BEACH	FL
863	6001 WEST SAMPLE ROAD	CORAL SPRINGS	FL
865	840 WOODS CROSSING ROAD	GREENVILLE	SC
866	1501 ROCKVILLE PIKE	ROCKVILLE	MD
867	4212 U.S. ROUTE 98 NORTH	LAKELAND	FL
868	7800 RIVERS AVENUE, SUITE B	CHARLESTON	SC
871	8045 GIACOSA DRIVE	MEMPHIS	TN
876	2066 TYRONE BOULEVARD NORTH	ST. PETERSBURG	FL
877	4600 SHELBYVILLE ROAD	LOUISVILLE	KY
878	8125 MALL ROAD	FLORENCE	KY
888	9563 SOUTH BOULEVARD	CHARLOTTE	NC
890	5718 COLUMBIA PIKE	BAILEYS CROSSROADS	VA
891	24244 HIGHWAY 19 N.	CLEARWATER	FL
892	9317 ATLANTIC BOULEVARD	JACKSONVILLE	FL
896	238 HARBISON BLVD	COLUMBIA	SC
897	4495 14TH STREET WEST	BRADENTON	FL
910	493 EAST KEMPER AVENUE	CINCINNATI	OH
913	6325 TACOMA DRIVE	PORT RICHEY	FL
921	299 SWANNANOA RIVER ROAD	ASHEVILLE	NC

Rent Reduction Stores

NO.	ADDRESS	CITY	STATE
922	4380 CLEVELAND AVENUE	FT. MYERS	FL
949	1055 GRAPE STREET	WHITEHALL	PA
1600	259 BURGESS ROAD	HARRISONBURG	VA
1601	1731 CARL D. SILVER PARKWAY	FREDERICKSBURG	VA
1602	4910 S. BROADWAY	TYLER	TX
1603	406 WEST LOOP 821	LONGVIEW	TX
1607	1171 WESTERN BLVD.	JACKSONVILLE	NC
1608	5325 MARKET STREET	WILMINGTON	NC
1609	2580 SOUTH PLEASANT VALLEY ROAD	WINCHESTER	VA
1610	4909 WEST WACO DRIVE	WACO	TX
1614	1175 DANA DRIVE	REDDING	CA
1616	3423 CLEMSON BLVD., SUITE B	ANDERSON	SC
1618	905 PLAYA AVENUE	SAND CITY	CA
1624	1505 UNIVERSITY DRIVE EAST	COLLEGE STATION	TX
1627	2402 DAVID MCLEOD BLVD.	FLORENCE	SC
1638	1854 DELL RANGE BOULEVARD	CHEYENNE	WY
1645	345 FAITH ROAD	SALISBURY	NC
1681	1223 NORTH WESTOVER BLVD.	ALBANY	GA
1683	141 SIERRA DRIVE	ALTOONA	PA
1687	1729 MARTIN LUTHER KING BOULEVARD	HOUMA	LA
1693	48 COLONNADE WAY	STATE COLLEGE	PA
1695	20 SQUARE DRIVE	VICTOR	NY
3100	9900 WEST BROAD STREET	GLEN ALLEN	VA
3103	100 LINCOLN PLAZA	LANGHORNE	PA
3104	3350 BRUNSWICK PIKE	LAWRENCEVILLE	NJ
3106	820 SOUTHPARK BOULEVARD	COLONIAL HEIGHTS	VA
3108	555 MAINE MALL ROAD	SOUTH PORTLAND	ME
3111	1420 EAST GOLF ROAD	SCHAUMBURG	IL
3112	2900 HIGHLAND AVENUE	DOWNERS GROVE	IL
3113	7414 SOUTH CICERO AVENUE	CHICAGO	IL
3120	7001 CERMAK PLAZA	BERWYN	IL
3121	460 SOUTH STATE ROUTE 59	NAPERVILLE	IL
3125	340 W. ARMY TRAIL ROAD	BLOOMINGDALE	IL
3126	9231 WEST 159TH STREET	ORLAND HILLS	IL
3127	6124 WEST GRAND AVENUE	GURNEE	IL
3128	2757 EAST U.S. 30	MERRILLVILLE	IN
3129	1812 RANDALL ROAD	ALGONQUIN	IL
3131	2500 NORTH ELSTON AVENUE	CHICAGO	IL
3133	14141 ALDRICH AVENUE SOUTH	BURNSVILLE	MN
3134	1750 HIGHWAY 36 WEST, SUITE B	ROSEVILLE	MN
3135	8250 TAMARACK VILLAGE	WOODBURY	MN
3136	4260 WEST 78TH STREET	BLOOMINGTON	MN
3137	1940 EAST COUNTY ROAD D	MAPLEWOOD	MN
3139	1001 PLYMOUTH ROAD	MINNETONKA	MN
3140	3316 DIVISION STREET	ST. CLOUD	MN

Rent Reduction Stores

3141	3440 BERLIN TURNPIKE	NEWINGTON	CT
3142	230 HALE ROAD	MANCHESTER	CT
3143	1389 BOSTON POST ROAD	MILFORD	CT
3144	19-29 UNIVERSAL DRIVE	NORTH HAVEN	CT
3146	510 PARKER STREET	SPRINGFIELD	MA
3147	3124 VESTAL PARKWAY EAST	VESTAL	NY
3149	1 SANGERTOWN SQUARE MALL	NEW HARTFORD	NY
3150	9090 CAROUSEL CENTER DRIVE	SYRACUSE	NY
3151	3757 UNION ROAD	CHEEKTOWAGA	NY
3152	3040 SHERIDAN STREET	AMHERST	NY
3153	1020 MCKINLEY MALL	BLASDELL	NY
3154	140 GREECE RIDGE CENTER DRIVE	ROCHESTER	NY
3157	700 CENTER BOULEVARD	NEWARK	DE
3158	4130 CONCORD PIKE	WILMINGTON	DE
3159	33 HOLYOKE STREET	HOLYOKE	MA
3160	161 WASHINGTON AVENUE EXT.	ALBANY	NY
3164	2640 NORTH SALISBURY BOULEVARD	SALISBURY	MD
3166	680 MARKETPLACE DRIVE	BEL AIR	MD
3167	2601 WESTLAKE AVENUE	PEORIA	IL
3168	1500 EAST EMPIRE STREET	BLOOMINGTON	IL
3169	3051 WEST WABASH AVENUE	SPRINGFIELD	IL
3170	2006 NORTH PROSPECT	CHAMPAIGN	IL
3175	665 MAIN STREET	BROOKFIELD	WI
3176	4585 SOUTH 76TH STREET	GREENFIELD	WI
3177	2710-C SOUTH GREEN BAY ROAD	RACINE	WI
3184	450 COMMERCE DRIVE	MADISON	WI
3185	2301 EAST SPRINGS DRIVE	MADISON	WI
3186	5944 GRAPE ROAD	MISHAWAKA	IN
3187	4381 WHIPPLE AVENUE N.W.	CANTON	OH
3189	2700 MIAMISBURG-CENTERVILLE PIKE	DAYTON	OH
3192	8014 U.S. HIGHWAY 31	INDIANAPOLIS	IN
3193	5410 EAST 82ND STREET	INDIANAPOLIS	IN
3194	1343 NORTH NATIONAL ROAD	COLUMBUS	IN
3196	2720 TOWNE DRIVE	BEAVERCREEK	OH
3197	837 SOUTH ROAD	POUGHKEEPSIE	NY
3198	5460 EAST STATE STREET	ROCKFORD	IL
3200	5555 WHITTLESEY BOULEVARD	COLUMBUS	GA
3202	7001 NORTH WEST 4TH BLVD.	GAINESVILLE	FL
3203	4708 SOUTH TAMiami TRAIL	SARASOTA	FL
3204	419-A MARY ESTER CUTOFF	FT. WALTON BEACH	FL
3205	5052 AIRPORT PULLING ROAD	NORTH NAPLES	FL
3206	5624 JOHNSTON STREET	LAFAYETTE	LA
3207	8575 N. W. 13TH TERRACE	MIAMI	FL
3212	4351 RIDGEMONT DRIVE	ABILENE	TX
3215	6920 WEST KELLOGG	WICHITA	KS

Rent Reduction Stores

Store #	ADDRESS	CITY	STATE
3217	3600 SOUTH GLENSTONE AVENUE	SPRINGFIELD	MO
3218	6140 "O" STREET	LINCOLN	NE
3219	1901 BERNADETTE DRIVE, #2	COLUMBIA	MO
3226	545 COOL SPRINGS BOULEVARD	FRANKLIN	TN
3227	1401 PINEY PLAINS ROAD	CARY	NC
3229	4110 LOOP 250, NORTH	MIDLAND	TX
3230	1030 MALL LOOP ROAD	HIGH POINT	NC
3233	4500 SAN FELIPE STREET	HOUSTON	TX
3234	3402 SOUTHWEST 36TH TERRACE	OCALA	FL
3237	515 NORTH CONGRESS AVENUE	BOYNTON BEACH	FL
3238	7091 YOUREE DRIVE	SHREVEPORT	LA
3241	2550 NORTH WEST FEDERAL HIGHWAY	JENSEN BEACH	FL
3242	3060 SOUTH EVANS STREET	GREENVILLE	NC
3244	1271 COBB CORNER DRIVE	ROCKY MOUNT	NC
3246	550 SEABOARD STREET	MYRTLE BEACH	SC
3247	3211 PEOPLES STREET, SPACE A	JOHNSON CITY	TN
3249	12300 WEST SUNRISE BOULEVARD	PLANTATION	FL
3252	1740 IDLE HOUR ROAD	KINGSPORT	TN
3253	1455 LAKE WOODLAND DRIVE	THE WOODLANDS	TX
3254	16742 SOUTHWEST FREEWAY	SUGAR LAND	TX
3255	790 NORTH HIGHWAY 190	COVINGTON	LA
3260	5313 EAST 41ST STREET	TULSA	OK
3262	3121 LAWRENCE ROAD	WICHITA FALLS	TX
3263	120 SUNDANCE PARK	ROUND ROCK	TX
3264	2930 PRESTON ROAD, SPACE F	FRISCO	TX
3269	6918 GUNN HIGHWAY	TAMPA	FL
3270	15210 CROSSROADS PARKWAY	GULFPORT	MS
3274	2990 EAST PRIEN LAKE ROAD	LAKE CHARLES	LA
3276	2819 WILMA RUDOLF ROAD	CLARKSVILLE	TN
3281	2700 MARTHA BERRY HIGHWAY NE	ROME	GA
3283	2821 MONTGOMERY HIGHWAY	DOTHAN	AL
3284	1000 TURTLE CREEK ROAD	HATTIESBURG	MS
3285	3000 EAST HIGHLAND DRIVE, SUITE 400	JONESBORO	AR
3289	450 E. MERRITT ISLAND CAUSEWAY	MERRITT ISLAND	FL
3302	72369 HIGHWAY 111	PALM DESERT	CA
3304	4380 NORTH ORACLE ROAD	TUCSON	AZ
3305	5530 E. BROADWAY BLVD.	TUCSON	AZ
3306	3930 SOUTH MOONEY BOULEVARD	VISALIA	CA
3307	4400 CUTLER AVE. NE	ALBUQUERQUE	NM
3309	1101 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA
3310	25610 N. THE OLD ROAD	STEVENSON RANCH	CA
3311	12260 FOOTHILL BOULEVARD	RANCHO CUCAMONGO	CA
3313	13752 JAMBOREE ROAD	IRVINE	CA
3315	1638 NE 102ND AVENUE	PORTLAND	OR
3316	1772 JANTZEN BEACH CENTER	PORTLAND	OR

Rent Reduction Stores

3317	530 SW EVERETT MALL WAY	EVERETT	WA
3318	2800 196TH STREET, SW	LYNWOOD	WA
3319	15600 N.E. 8TH STREET	BELLEVUE	WA
3321	4124 TACOMA MALL BOULEVARD	TACOMA	WA
3322	2041 WHITMAN AVENUE	CHICO	CA
3323	9180 S.W. HALL BLVD.	TIGARD	OR
3324	10722 SE 82ND AVENUE	PORTLAND	OR
3326	3944 MERIDIAN STREET	BELLINGHAM	WA
3327	11710 CARMEL MOUNTAIN ROAD, SUITE 248	SAN DIEGO	CA
3329	333 NORTH EL CAMINO ROAD	ENCINITAS	CA
3331	7701 N. DIVISION STREET	SPOKANE	WA
3332	2730 GATEWAY LOOP	SPRINGFIELD	OR
3333	519 MEDFORD ROAD	MEDFORD	OR
3334	542 NORTH MILWAUKEE STREET	BOISE	ID
3336	223 ANDOVER PARK EAST	TUKWILA	WA
3338	2815 CAPITOL MALL DRIVE, SW	OLYMPIA	WA
3339	9250 SHERIDAN BOULEVARD	WESTMINSTER	CO
3340	345 N. ACADEMY BLVD.	COLORADO SPRINGS	CO
3342	9991 MICKELBERRY ROAD, NW	SILVERDALE	WA
3343	1505 SOUTH COLORADO BLVD.	DENVER	CO
3344	1450 S. ABILINE STREET	AURORA	CO
3345	8575 SOUTH QUEBEC STREET	LITTLETON	CO
3346	5155 SOUTH WADSWORTH BLVD.	LITTLETON	CO
3347	10750 W. COLFAX AVE.	LAKEWOOD	CO
3348	2600 PEARL STREET	BOULDER	CO
3349	1093 WEST RIVERDALE ROAD	RIVERDALE	UT
3350	724 EAST 2100 SOUTH	SALT LAKE CITY	UT
3351	1340 EAST PARK CENTRE DRIVE	SALT LAKE CITY	UT
3352	360 WEST ST. & 1300 S. ST.	OREM	UT
3353	7156 SOUTH PLAZA CENTER DRIVE	WEST JORDAN	UT
3354	98-145 KAONOHII STREET	AIEA	HI
3360	5660 SEPULVEDA BLVD.	CULVER CITY	CA
3361	118 S. MARYLAND AVENUE	GLENDALE	CA
3364	123 ORANGEFAIR MALL	FULLERTON	CA
3365	561 NORTH STEPHANIE STREET	HENDERSON	NV
3366	PLAZA DEL CARIBE MALL #2 ST. KM 227.9	PONCE	PR
3369	100 AVENUE SAN PATRICIO	GUAYNABO	PR
3372	80 CARRIZALES	HATILLO	PR
3373	2180 BELLFLOWER BLVD.	LONG BEACH	CA
3375	10251 FAIRWAY DRIVE	ROSEVILLE	CA
3376	4414 SOUTH COLLEGE AVENUE	FT. COLLINS	CO
3377	1951 S. 25TH EAST STREET	AMMON	ID
3378	10420 COORS BOULEVARD	ALBUQUERQUE	NM
3379	2541 HIGHWAY 6 & 50	GRAND JUNCTION	CO
3381	4320 FREEWAY NORTH	PUEBLO	CO

Rent Reduction Stores

3382	15104 EAST INDIANA AVENUE	SPOKANE	WA
3390	16511 NORTH WASHINGTON	THORNTON	CO
3401	40480 WINCHESTER ROAD	TEMECULA	CA
3403	18700 VETERANS BOULEVARD, UNIT 13	PORT CHARLOTTE	FL
3405	1400 GLADES ROAD, BAY 140 BE	BOCA RATON	FL
3409	9041 SOUTHSIDE BOULEVARD	JACKSONVILLE	FL
3418	1101 W.P. BALL BOULEVARD	SANFORD	FL
3425	7781 WEST TROPICAL PARKWAY	LAS VEGAS	NV
3428	1531 FROOM RANCH WAY	SAN LUIS OBISPO	CA
3502	6001 NW LOOP 410, SUITE 108	SAN ANTONIO	TX
3504	5425 SOUTH PADRE ISLAND DRIVE, #135	CORPUS CHRISTI	TX
3505	1451 WEST PIPELINE ROAD	HURST	TX
3508	1409 WEST I-240 SERVICE ROAD	OKLAHOMA CITY	OK
3510	9027 EAST 71ST STREET SOUTH	TULSA	OK
3512	507 WEST EXPRESSWAY 83	MCALLEN	TX
3513	3000 PABLO KISEL BOULEVARD, #100	BROWNSVILLE	TX
3514	2510 SONCY ROAD	AMARILLO	TX
3515	7669 HIGHWAY 70 SOUTH	NASHVILLE	TN
3516	250 NORTH KIMBALL AVENUE	SOUTHLAKE	TX
3518	3340 CYPRESS PLANTATION TRAIL	RALEIGH	NC
3520	13350 EAST FREEWAY	HOUSTON	TX
3521	1045 E. COUNTY LINE ROAD	JACKSON	MS
3522	325 CONEFLOWER DRIVE	GARLAND	TX
3525	10570 FOREST HILL BOULEVARD EAST	WELLINGTON	FL
3527	3137 SILVERLAKE DRIVE	PEARLAND	TX
3529	128 WOODCUTTER STREET	EXTON	PA
3549	11732 WEST BROAD STREET	GLEN ALLEN	VA
3550	1140 WOODRUFF ROAD	GREENVILLE	SC
3554	7705 MARKET PLACE DRIVE	AURORA	OH
3556	9733 EAST ROOSEVELT BOULEVARD	PHILADELPHIA	PA
3560	13199 CORTEZ BOULEVARD	BROOKSVILLE	FL
3561	4155 MILLENIA BOULEVARD	ORLANDO	FL
3562	8210 CONCORD MILLS BOULEVARD	CONCORD	NC
3564	13730 N. PENNSYLVANIA AVENUE	OKLAHOMA CITY	OK
3569	3401 NORTH MIAMI AVENUE, UNIT H	MIAMI	FL
3570	2900 BELCREST CENTER DRIVE	HYATTSVILLE	MD
3572	8655-8671 LYRA DRIVE	COLUMBUS	OH
3576	6592 LAKE WORTH BOULEVARD	LAKE WORTH	TX
3577	959 EAST INTERSTATE 30	ROCKWALL	TX
3579	100 MEYERLAND PLAZA MALL	HOUSTON	TX
3581	7950 EAST 49TH AVENUE	DENVER	CO
3582	78825 HIGHWAY 111	LA QUINTA	CA
3584	1286 INTERSTATE HIGHWAY 35 NORTH	NEW BRAUNFELS	TX
3586	30491 AVENIDA DE LAS FLORES	RANCHO SANTA MARGARITA	CA
3587	4413 BIRKLAND PLACE	EASTON	PA

Rent Reduction Stores

3588	9600 SOUTH INTERSTATE HIGHWAY 35	AUSTIN	TX
3589	6680 SOUTHCREST PARKWAY	SOUTHAVEN	MS
3590	495 CHAMBERLAIN HIGHWAY	MERIDEN	CT
3591	1015 MAIN STREET	WARRINGTON	PA
3592	228 COLONY PLACE	PLYMOUTH	MA
3595	400 NORTH ALAFAYA TRAIL	ORLANDO	FL
3597	1591 BEAVER CREEK COMMONS DRIVE	APEX	NC
3599	8B ALLSTATE ROAD	DORCHESTER	MA
3601	1360 SOUTH WASHINGTON STREET	NORTH ATTLEBORO	MA
3602	70 WORCESTER PROVIDENCE PK	MILLBURY	MA
3603	3547 WASHTENAW AVENUE	ANN ARBOR	MI
3606	14105 HALL ROAD	SHELBY TOWNSHIP	MI
3607	20550 13 MILE ROAD	ROSEVILLE	MI
3608	43525 WEST OAKS DRIVE	NOVI	MI
3611	23351 EUREKA ROAD	TAYLOR	MI
3613	36300 WARREN ROAD	WESTLAND	MI
3614	2582 SAWMILL PLACE BLVD.	COLUMBUS	OH
3615	4056 MORSE ROAD	COLUMBUS	OH
3616	2885 GENDER ROAD	COLUMBUS	OH
3617	9931 MOUNTAIN VIEW DRIVE	WEST MIFFLIN	PA
3618	3475 WILLIAM PENN HIGHWAY	PITTSBURGH	PA
3619	7219 MCKNIGHT ROAD	PITTSBURGH	PA
3621	225 NORTH BURKHARDT ROAD	EVANSVILLE	IN
3622	12130 ROYAL POINT DRIVE	CINCINNATI	OH
3624	20 COON RAPIDS BOULEVARD	COON RAPIDS	MN
3625	707 US HIGHWAY 41	SCHERERVILLE	IN
3626	2380 NILES-CORTLAND ROAD S/E	WARREN	OH
3627	7667 ARUNDEL MILLS BOULEVARD	HANOVER	MD
3628	5606 BUCKEYSTOWN PIKE	FREDERICK	MD
3629	7230 MARKET STREET	BOARDMAN	OH
3630	2970 TITABAWASSEE ROAD	SAGINAW	MI
3631	4071 MILLER ROAD	FLINT	MI
3632	3410 ALPINE AVENUE	WALKER	MI
3633	4600 28TH STREET SE	KENTWOOD	MI
3634	6026 WESTNEDGE AVENUE	PORTAGE	MI
3635	5501 WEST SAGINAW HWY.	LANSING	MI
3638	17766 GARLAND GROH BOULEVARD	HAGERSTOWN	MD
3639	12140 JEFFERSON AVENUE	NEWPORT NEWS	VA
3640	1589 CROSSWAYS BOULEVARD	CHESAPEAKE	VA
3641	41 ASHBROOK ROAD	KEENE	NH
3645	5300 SAN DARIO, SUITE 2205	LAREDO	TX
3648	90 STEPHEN KING DRIVE, SUITE 3	AUGUSTA	ME
3654	4635 WEST COLLEGE AVENUE	GRAND CHUTE	WI
3659	536 FORT EVANS ROAD NE	LEESBURG	VA
3662	5065 MAIN STREET	TRUMBULL	CT

Rent Reduction Stores

3663	369 GATEWAY DRIVE	BROOKLYN	NY
3664	625 ATLANTIC AVENUE	BROOKLYN	NY
3666	605 GRAND CENTRAL AVE. (RT. 14)	VIENNA	WV
3668	110 FEDERAL ROAD	DANBURY	CT
3669	327 ROUTE 18	EAST BRUNSWICK	NJ
3670	90 STATE HIGHWAY, ROUTE 36	EATONTOWN	NJ
3672	1504 OLD COUNTRY ROAD	WESTBURY	NY
3674	217 BETHPAGE ROAD	HICKSVILLE	NY
3675	4759 29TH STREET, SUITE B	GREELEY	CO
3677	630 U.S. HIGHWAY 441	LADY LAKE	FL
3679	52 EAST 14TH STREET, #64	NEW YORK	NY
3680	2232 BROADWAY STREET	NEW YORK	NY
3682	109 DUNNING ROAD	MIDDLETOWN	NY
3684	240 ROUTE 17 NORTH	PARAMUS	NJ
3686	9605 QUEENS BOULEVARD	REGO PARK	NY
3687	461 ROUTE 10, SUITE 28	LEDGEWOOD	NJ
3688	3129 KENNEDY BOULEVARD	NORTH BERGEN	NJ
3689	711 STATE ROUTE 28 WEST	BRIDGEWATER	NJ
3690	444 CONNECTICUT AVENUE	NORWALK	CT
3691	2505-2535 RICHMOND AVENUE	STATEN ISLAND	NY
3692	550 ROUTE 70	BRICK	NJ
3693	2700A ROUTE 22 EAST	UNION	NJ
3694	650 WEST SUNRISE HIGHWAY	VALLEY STREAM	NY
3695	519 ROUTE 46	WAYNE	NJ
3696	5 CITY PLACE	WHITE PLAINS	NY
3697	136-03 20TH AVENUE	COLLEGE POINT	NY
3698	479 GREEN STREET	WOODBIDGE	NJ
3699	750 CENTRAL PARK AVENUE	YONKERS	NY
3700	2990 EAST MAIN STREET	CORTLANDT MANOR	NY
3701	291 E. COLISEUM BOULEVARD	FT. WAYNE	IN
3702	4233 SOUTH US 41	TERRE HAUTE	IN
3705	6645 AIRPORT HIGHWAY	HOLLAND	OH
3706	5125 JONESTOWN ROAD	LOWER PAXTON	PA
3707	1700 FRUITVILLE PIKE	LANCASTER	PA
3708	2980 WHITEFORD ROAD	YORK	PA
3710	11A CHUVET DRIVE	NORTH FAYETTE	PA
3711	5725 HARVEY STREET	MUSKEGON	MI
3713	12635 FELCH STREET, SUITE 20	HOLLAND	MI
3720	5800 CARLISLE PIKE	MECHANICSBURG	PA
3721	46301 POTOMAC RUN PLAZA, #120	STERLING	VA
3724	607 BROADWAY, ROUTE 1 SOUTH	SAUGUS	MA
3725	1350 DUPONT HIGHWAY	DOVER	DE
3731	502-12 86TH STREET	BROOKLYN	NY
3732	15 MARSHALL AVENUE	WILLISTON	VT
3733	4130 MALL DRIVE	STEUBENVILLE	OH

Rent Reduction Stores

3734	4948 MONROE STREET	TOLEDO	OH
3735	8520-C LEESBURG PIKE	VIENNA	VA
3736	3500 SOUTH MERIDIAN, #760	PUYALLUP	WA
3738	2148 NORTH 2ND STREET	MILLVILLE	NJ
3740	668 STILLWATER AVENUE	BANGOR	ME
3742	521 EMILY DRIVE	CLARKSBURG	WV
3743	11481 FOUNTAIN DRIVE	MAPLE GROVE	MN
3744	7451 PEACH STREET	ERIE	PA
3746	430 TOWN CENTRE DRIVE	JOHNSTOWN	PA
3748	1232 SOUTH CASTLE DOME AVENUE	YUMA	AZ
3750	50500 VALLEY FRONTAGE ROAD	ST. CLAIRSVILLE	OH
3752	9860 BROOK ROAD	GLEN ALLEN	VA
3754	1430 TAPTEAL DRIVE	RICHLAND	WA
3764	1202 NEW BRUNSWICK AVENUE	PHILLIPSBURG	NJ
3767	1585 SOUTH BRENTWOOD BOULEVARD	BRENTWOOD	MO
3768	100 COMMERCIAL ROAD	LEOMINSTER	MA
3769	270 LOUDON ROAD	CONCORD	NH
3770	70 TAUNTON DEPOT DRIVE	TAUNTON	MA
3771	205 SERPA DRIVE	FOLSOM	CA
3774	265 EAST ASH AVENUE	DECATUR	IL
3776	8175 MOVIE DRIVE	BRIGHTON	MI
3779	136 ELM STREET	ENFIELD	CT
3780	2231 SIR BARTON WAY STREET, UNIT 110	LEXINGTON	KY
3783	102 ALAN WOOD ROAD	CONSHOHOCKEN	PA
3792	2226 NORTH RICHMOND ROAD	MCHENRY	IL
3797	4535 CANAL SW	GRANDVILLE	MI
3810	2020 SOUTH EXPRESSWAY 83	HARLINGEN	TX
3815	5000 KATY MILLS CIRCLE	HOUSTON	TX
3830	4990 ATLAMA AVENUE	BRUNSWICK	GA
3831	MARKETPLACE DRIVE & AMELIA DRIVE	HENRIETTA	NY
3832	103 WAGNER ROAD	MONACA	PA
3844	4110 WEST OX ROAD, SUITE 12124	FAIRFAX	VA
3845	2000 CLEMENTS BRIDGE ROAD	WOODBURY	NJ
3846	7951 EASTCHASE PARKWAY	MONTGOMERY	AL
3847	1800 MCFARLAND BOULEVARD SOUTH, STE 520C	TUSCALOOSA	AL
3848	1910 NORTH DAVIS ROAD	SALINAS	CA
3849	7010 FOREST PRESERVE DRIVE	NORRIDGE	IL
3850	639 EAST BOUGHTON ROAD	BOLINGBROOK	IL
3851	32399 JOHN R ROAD	MADISON HEIGHTS	MI
3852	6035 ULALI DRIVE	KEIZER	OR
3853	4627 GREENWAY DRIVE	KNOXVILLE	TN
3854	6115 EASTEX FREEWAY	BEAUMONT	TX
3855	811 SUNLAND PARK	EL PASO	TX
3856	1001A WEST BAY AREA BOULEVARD	WEBSTER	TX
3857	20131 HIGHWAY 59 N, SUITE 8, SPACE 2290	HUMBLE	TX

Rent Reduction Stores

3858	14623 IH 35 NORTH	LIVE OAK	TX
3859	2492 SOUTH ONEIDA	ASHWAUBENON	WI
3862	395 WESTGATE DRIVE	BROCKTON	MA
3864	1965 BROADWAY	NEW YORK	NY
3865	1614 CLARK STREET ROAD	AUBURN	NY
3878	835 EAST BIRCH STREET	BREA	CA
3882	201 EAST CENTRAL TEXAS PKWY, STE 21	HARKER HEIGHTS	TX
3883	350 S. LYCOMING MALL ROAD	MUNCY	PA
4101	772 BETHLEHEM PIKE	MONTGOMERYVILLE	PA
4105	620 COMMERCE BOULEVARD	DICKSON CITY	PA
4106	3420 WILKES-BARRE TOWNSHIP COMMONS	WILKES-BARRE	PA
4110	4-6 NEWBURY STREET, ROUTE 1	DANVERS	MA
4111	65 MYSTIC AVENUE	SOMERVILLE	MA
4112	84 MIDDLESEX TURNPIKE	BURLINGTON	MA
4113	179 WEST HIGHLAND AVE - RT.6	SEEKONK	MA
4114	140 HILLSIDE ROAD	CRANSTON	RI
4115	224 DANIEL WEBSTER HWY	NASHUA	NH
4116	1700 WOODBURY AVENUE	PORTSMOUTH	NH
4119	250 GRANITE STREET	BRAINTREE	MA
4120	428 SOUTH BROADWAY	SALEM	NH
4121	1398 WORCESTER STREET	NATICK	MA
4122	1775 WASHINGTON STREET	HANOVER	MA
4123	456 STATE ROAD, ROUTE 6	NORTH DARTMOUTH	MA
4124	1100 S. WILLOW STREET	MANCHESTER	NH
4130	2551 WEST OSCEOLA PARKWAY	KISSIMMEE	FL
4131	2210 DANIELS STREET	MANTECA	CA
4132	2821 COUNTRYSIDE DRIVE	TURLOCK	CA
4134	801 GOUCHER BOULEVARD	TOWSON	MD
4135	3780 VETERANS MEMORIAL BOULEVARD	METAIRIE	LA
4136	1843 PINE ISLAND ROAD, NE	CAPE CORAL	FL
4139	901 SPRING STREET	SIGNAL HILL	CA
4143	465 BERLIN CROSS KEYS ROAD	SICKLERVILLE	NJ
4144	901 NORLAND AVENUE	CHAMBERSBURG	PA
4147	111 HAMILTON CROSSING DRIVE	ALCOA	TN
4150	3931 FAIRWAY PLAZA DRIVE	PASADENA	TX
4176	745 WEST HUNTINGTON DRIVE	MONROVIA	CA
4179	130 NUT TREE PARKWAY	VACAVILLE	CA
4201	1700 WEST NEW HAVEN ROAD	MELBOURNE	FL
4202	1120 NORTH MILITARY HIGHWAY	NORFOLK	VA
4212	521 5TH AVENUE	NEW YORK	NY
4232	COLONIAL SQUARE TOWN CENTER	FORT MYERS	FL
4233	1754 US 27 NORTH	SEBRING	FL
4242	12325 SEAL BEACH BOULEVARD	SEAL BEACH	CA
4246	9330 MALL OF LOUISIANA BLVD, SUITE 100	BATON ROUGE	LA
4247	2315 COLORADO BOULEVARD	DENTON	TX

Rent Reduction Stores

4249	8725 MEMORIAL BOULEVARD	PORT ARTHUR	TX
4256	1501 JOHNNIE DOBBS BOULEVARD	MT. PLEASANT	SC
4261	1530 COUNTRY ROUTE 64	HORSEHEADS	NY
4271	1 PATRIOT PLACE, SOUTH PLAZA	FOXBORO	MA
4272	123 ROUTE 101A	AMHERST	NH
4275	8551 COOPER CREEK BLVD	SARASOTA	FL
4276	1763 NW ST. LUCKE WEST BLVD	PORT ST. LUCIE	FL
4302	2217 QUIMBY ROAD	SAN JOSE	CA
4305	401 N. 1ST STREET	BURBANK	CA
4307	2730 LEGENDS PARKWAY	PRATTVILLE	AL
4308	901 MANHATTAN BOULEVARD	HARVEY	LA
4309	2201 MEMORIAL DRIVE	ALEXANDRIA	LA
4313	1020 WEST IMPERIAL HIGHWAY	LA HABRA	CA
4317	5904 BARNES ROAD	COLORADO SPRINGS	CO
4320	4520 FRONTAGE ROAD NW	CLEVELAND	TN
4321	4531 SOUTH LABURNUM AVE	RICHMOND	VA
4336	1030 TORRINGFORD STREET	TORRINGTON	CT
4502	715 HEBRON PARKWAY	LEWISVILLE	TX
4503	321 NW, LOOP 410	SAN ANTONIO	TX
4505	110 MARKHAM PARK DRIVE	LITTLE ROCK	AR
4506	4339 WARDEN ROAD	N. LITTLE ROCK	AR
4507	1664 COMMERCIAL WAY	SANTA CRUZ	CA
4508	1313-D GEORGE DEITER DRIVE	EL PASO	TX
4510	6701 SLIDE STREET	LUBBOCK	TX

564